

SERFF Tracking Number:	PERR-125265799	State:	Arkansas
Filing Company:	AXIS Insurance Company	State Tracking Number:	AR-PC-07-025982
Company Tracking Number:	AXIS-OL-FLP-AR-0701-F		
TOI:	17.1 Other Liability - Claims Made Only	Sub-TOI:	17.1022 Other
Product Name:	AXIS-OL-FLP-AR-0701-F		
Project Name/Number:	AXIS-OL-FLP-AR-0701-F/AXIS-OL-FLP-AR-0701-F		

## Filing at a Glance

Company: AXIS Insurance Company

Product Name: AXIS-OL-FLP-AR-0701-F

TOI: 17.1 Other Liability - Claims Made Only

Sub-TOI: 17.1022 Other

Filing Type: Form

SERFF Tr Num: PERR-125265799 State: Arkansas

SERFF Status: Closed

State Tr Num: AR-PC-07-025982

Co Tr Num: AXIS-OL-FLP-AR-0701-F

State Status:

Co Status:

Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding

Authors: Ines Piquet, Lance Julian, Disposition Date: 09/10/2007

Laura Jennette, Olga E. Burciaga

Date Submitted: 08/31/2007

Disposition Status: Approved

Effective Date Requested (New): 10/01/2007

Effective Date (New):

Effective Date Requested (Renewal):

Effective Date (Renewal):

## General Information

Project Name: AXIS-OL-FLP-AR-0701-F

Project Number: AXIS-OL-FLP-AR-0701-F

Reference Organization:

Reference Title:

Filing Status Changed: 09/10/2007

State Status Changed: 09/04/2007

Corresponding Filing Tracking Number: AXIS-OL-FLP-AR-0701-R

Filing Description:

On behalf of AXIS Insurance Company ("the Company"), we are submitting independent for forms for the Fiduciary Liability Program. While this filing is the initial submission of this program for AXIS Insurance Company, the program has been previously filed by AXIS Reinsurance Company.

Status of Filing in Domicile: Pending

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

The Fiduciary Liability Insurance Policy provides commercial liability coverage for directors, officers, trustees, employees and committee members as well as the insured organization, its subsidiaries and sponsored plans. The Fiduciary Liability Insurance Policy will be offered only to commercial insureds. Please see the enclosed Explanatory Memorandum for additional details.

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TOI:	17.1 Other Liability - Claims Made Only	Sub-TOI:	17.1022 Other
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We respectfully request that this filing be implemented on October 1, 2007.

Enclosed is authorization for Perr&Knight to submit this filing on behalf of the Company. All correspondence related to this filing should be directed to Perr&Knight. The Company has prepared the forms contained in this filing along with the filing memorandum. If there are any requests for additional information related to items prepared by the Company, we will forward the request immediately to the Company contact. The Company response will be submitted to your attention as soon as we receive it.

We trust you will find this submission acceptable and as such look forward to your approval.

Please do not hesitate to contact us with any questions or comments.

## Company and Contact

### Filing Contact Information

(This filing was made by a third party - perrandknightactuaryconsultants)

Laura Jennette, State Filings Analyst	doi@perrknight.com
881 Alma Real Drive Suite 205	(310) 230-9339 [Phone]
Pacific Palisades, CA 90272	() -[FAX]

### Filing Company Information

AXIS Insurance Company	CoCode: 37273	State of Domicile: Illinois
11680 Great Oaks Way	Group Code: 3416	Company Type:
Ste. 500		
Alpharetta, GA 30022	Group Name: AXIS Specialty	State ID Number:
	Limited	
(678) 746-9423 ext. [Phone]	FEIN Number: 39-1338397	
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## Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No

<i>SERFF Tracking Number:</i>	<i>PERR-125265799</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>AXIS Insurance Company</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-025982</i>
<i>Company Tracking Number:</i>	<i>AXIS-OL-FLP-AR-0701-F</i>		
<i>TOI:</i>	<i>17.1 Other Liability - Claims Made Only</i>	<i>Sub-TOI:</i>	<i>17.1022 Other</i>
<i>Product Name:</i>	<i>AXIS-OL-FLP-AR-0701-F</i>		
<i>Project Name/Number:</i>	<i>AXIS-OL-FLP-AR-0701-F/AXIS-OL-FLP-AR-0701-F</i>		
<b>Fee Explanation:</b>	AR filing fee is \$50 for form submissions.		
<b>Per Company:</b>	No		

SERFF Tracking Number: PERR-125265799 State: Arkansas  
Filing Company: AXIS Insurance Company State Tracking Number: AR-PC-07-025982  
Company Tracking Number: AXIS-OL-FLP-AR-0701-F  
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1022 Other  
Product Name: AXIS-OL-FLP-AR-0701-F  
Project Name/Number: AXIS-OL-FLP-AR-0701-F/AXIS-OL-FLP-AR-0701-F

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
AXIS Insurance Company	\$0.00	08/31/2007	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
100967	\$50.00	08/20/2007

SERFF Tracking Number:	PERR-125265799	State:	Arkansas
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TOI:	17.1 Other Liability - Claims Made Only	Sub-TOI:	17.1022 Other
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Project Name/Number:	AXIS-OL-FLP-AR-0701-F/AXIS-OL-FLP-AR-0701-F		

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	09/10/2007	09/10/2007

<i>SERFF Tracking Number:</i>	<i>PERR-125265799</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>AXIS Insurance Company</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-025982</i>
<i>Company Tracking Number:</i>	<i>AXIS-OL-FLP-AR-0701-F</i>		
<i>TOI:</i>	<i>17.1 Other Liability - Claims Made Only</i>	<i>Sub-TOI:</i>	<i>17.1022 Other</i>
<i>Product Name:</i>	<i>AXIS-OL-FLP-AR-0701-F</i>		
<i>Project Name/Number:</i>	<i>AXIS-OL-FLP-AR-0701-F/AXIS-OL-FLP-AR-0701-F</i>		

## Disposition

Disposition Date: 09/10/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PERR-125265799 State: Arkansas  
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Product Name: AXIS-OL-FLP-AR-0701-F  
Project Name/Number: AXIS-OL-FLP-AR-0701-F/AXIS-OL-FLP-AR-0701-F

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Supporting Documentation	Approved	No
Form	Policyholder Notice – Arkansas	Approved	No
Form	Arkansas Amendatory Endorsement	Approved	No
Form	Arkansas Consent Form	Approved	No
Form	Addendum to Declarations	Approved	No
Form	Fiduciary Liability Insurance Policy	Approved	No
Form	Fiduciary Liability Insurance Policy Declarations	Approved	No
Form	Fiduciary Liability Insurance Policy Application	Approved	No
Form	Entity Coverage Exclusion Endorsement	Approved	No
Form	Continuity Endorsement	Approved	No
Form	Pending and Prior Claims Exclusion (For Increased Limits)	Approved	No
Form	Run-Off Endorsement	Approved	No
Form	Amend Acquisition Provisions Endorsement	Approved	No
Form	HIPAA Endorsement	Approved	No
Form	Notice of Claim Endorsement	Approved	No
Form	Amend Exclusion Endorsement	Approved	No
Form	Representations and Severability With Respect to Application (Amended) Endorsement	Approved	No
Form	Separate Retention for Securities Claims Endorsement	Approved	No
Form	No Retention for Non-Indemnifiable Claims Endorsement	Approved	No
Form	Order of Payments Endorsement	Approved	No
Form	ESOP Retention Endorsement	Approved	No
Form	Amend Extended Reporting Period Endorsement	Approved	No
Form	Amend Settlement Clause Endorsement	Approved	No

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Product Name: AXIS-OL-FLP-AR-0701-F  
Project Name/Number: AXIS-OL-FLP-AR-0701-F/AXIS-OL-FLP-AR-0701-F

<b>Form</b>	Territory Endorsement	Approved	No
<b>Form</b>	Increased Limit Endorsement and Pending and Prior Claims Exclusion (For Increased Limit)	Approved	No
<b>Form</b>	Amend Definition of Plan Endorsement	Approved	No
<b>Form</b>	Amend Definition of "Policyholder" Endorsement	Approved	No
<b>Form</b>	Entity Sub-Limit of Liability Endorsement	Approved	No
<b>Form</b>	Pending and Prior Claims Exclusion – Entity (For Increased Limits)	Approved	No
<b>Form</b>	Professional Errors and Omissions Exclusion	Approved	No
<b>Form</b>	Entity Retention Endorsement	Approved	No
<b>Form</b>	Specific Litigation Exclusion	Approved	No
<b>Form</b>	Tie In Limits Endorsement	Approved	No
<b>Form</b>	Family Claims Exclusion	Approved	No
<b>Form</b>	Amend Item 1. of the Declarations Endorsement	Approved	No
<b>Form</b>	Specific Entity Exclusion	Approved	No
<b>Form</b>	Amend Item 1. of the Declarations Endorsement	Approved	No
<b>Form</b>	Amend Item 2. of the Declarations Endorsement	Approved	No
<b>Form</b>	Product Exclusion	Approved	No
<b>Form</b>	Amend Definition of Insured Individual	Approved	No
<b>Form</b>	Amend Definition of Plan Endorsement	Approved	No
<b>Form</b>	Non Stacking of Limits Endorsement	Approved	No
<b>Form</b>	Correct Declarations Page Endorsement	Approved	No
<b>Form</b>	Medical Services Exclusion	Approved	No
<b>Form</b>	Insurance Exclusion	Approved	No
<b>Form</b>	Manuscript Application Endorsement	Approved	No
<b>Form</b>	Policy Period Extension Endorsement	Approved	No
<b>Form</b>	Specific Individual Exclusion	Approved	No
<b>Form</b>	Extended Reporting Period Endorsement	Approved	No



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<b>Form</b>	Insurance Exclusion	Approved	No
<b>Form</b>	Amend Definition of Subsidiary	Approved	No
	Endorsement		
<b>Form</b>	Prior Acts Exclusion	Approved	No
<b>Form</b>	Securities Exclusion	Approved	No
<b>Form</b>	Scheduled Administrator	Approved	No
<b>Form</b>	Prior and Pending Claims Endorsement	Approved	No
<b>Form</b>	Broker Commission Endorsement	Approved	No
<b>Form</b>	Delete Specified Endorsement	Approved	No
<b>Form</b>	Creditor/Debtor Exclusion Endorsement	Approved	No
<b>Form</b>	Commission Contributions Endorsement	Approved	No
<b>Form</b>	Pre-Approved Counsel Endorsement	Approved	No
<b>Form</b>	Amend Definition of Subsidiary	Approved	No
	Endorsement		
<b>Form</b>	Knowledge Exclusion	Approved	No
<b>Form</b>	Knowledge Exclusion	Approved	No
<b>Form</b>	Trade Laws Endorsement	Approved	No
<b>Form</b>	Insurer Name Change Endorsement	Approved	No
<b>Form</b>	Certified Acts of Terrorism Exclusion	Approved	No

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TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1022 Other

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved	Policyholder Notice – Arkansas	MU 7035	01/05	Disclosure/	New Notice		0.00	MU7035-0105 Arkansas Policyholder Notice Form.pdf
Approved	Arkansas Amendatory Endorsement	FL 0534	04/07	Endorseme	New nt/Amendm ent/Condi tions		0.00	FL0534-0407 Arkansas Amendatory Endorsemen t.pdf
Approved	Arkansas Consent Form	MU 7049	08/05	Other	New		0.00	MU7049-0805 Arkansas Consent Form Form.pdf
Approved	Addendum to Declarations	MU 7046	01/06	Endorseme	New nt/Amendm ent/Condi tions		0.00	MU7046-0106 Addendum to Declarations Form.pdf
Approved	Fiduciary Liability Insurance Policy	FL 0001	10/05	Policy/Cove	New rage Form		0.00	FL-0001-1005-AIC-POLICY.pdf
Approved	Fiduciary Liability Insurance Policy Declarations	FL 0102	07/07	Declaration	New s/Schedule		0.00	FL-0102-0707 DECLARATI ONS.pdf
Approved	Fiduciary Liability Insurance Policy	FL 0200	10/05	Application/	New Binder/Enro		0.00	FL-0200-1005

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Product Name: AXIS-OL-FLP-AR-0701-F

Project Name/Number: AXIS-OL-FLP-AR-0701-F/AXIS-OL-FLP-AR-0701-F

	Application			Ilment		APPLICATI ON.pdf
Approved	Entity Coverage Exclusion Endorsement	FL 1001	04/07	Endorseme New nt/Amendm ent/Condi ons	0.00	FL1001- 0407.pdf
Approved	Continuity Endorsement	FL 1003	04/07	Endorseme New nt/Amendm ent/Condi ons	0.00	FL1003- 0407.pdf
Approved	Pending and Prior Claims Exclusion (For Increased Limits)	FL 1004	02/03	Endorseme New nt/Amendm ent/Condi ons	0.00	FL1004- 0203.pdf
Approved	Run-Off Endorsement	FL 1005	04/07	Endorseme New nt/Amendm ent/Condi ons	0.00	FL1005- 0407.pdf
Approved	Amend Acquisition Provisions Endorsement	FL 1006	02/03	Endorseme New nt/Amendm ent/Condi ons	0.00	FL1006- 0203.pdf
Approved	HIPAA Endorsement	FL 1007	04/07	Endorseme New nt/Amendm ent/Condi ons	0.00	FL1007- 0407.pdf
Approved	Notice of Claim Endorsement	FL 1008	04/04	Endorseme New nt/Amendm ent/Condi ons	0.00	FL1008- 0407.pdf
Approved	Amend Exclusion Endorsement	FL 1009	06/06	Endorseme New nt/Amendm ent/Condi ons	0.00	FL1009- 0606.pdf
Approved	Representations and Severability With Respect to Application	FL 1010	06/06	Endorseme New nt/Amendm ent/Condi ons	0.00	FL1010- 0606.pdf

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(Amended)  
Endorsement

Approved	Separate Retention for Securities Claims Endorsement	FL 1011	06/06	Endorsement New nt/Amendment/Conditions	0.00	FL1011-0606.pdf
Approved	No Retention for Non-Indemnifiable Claims Endorsement	FL 1012	08/06	Endorsement New nt/Amendment/Conditions	0.00	FL1012-0806.pdf
Approved	Order of Payments Endorsement	FL 1013	04/07	Endorsement New nt/Amendment/Conditions	0.00	FL1013-0407.pdf
Approved	ESOP Retention Endorsement	FL 1014	06/06	Endorsement New nt/Amendment/Conditions	0.00	FL1014-0606.pdf
Approved	Amend Extended Reporting Period Endorsement	FL 1015	04/07	Endorsement New nt/Amendment/Conditions	0.00	FL1015-0407.pdf
Approved	Amend Settlement Clause Endorsement	FL 1016	04/07	Endorsement New nt/Amendment/Conditions	0.00	FL1016-0407.pdf
Approved	Territory Endorsement	FL 1017	04/07	Endorsement New nt/Amendment/Conditions	0.00	FL1017-0407.pdf
Approved	Increased Limit Endorsement and Pending and Prior Claims Exclusion (For Increased Limit)	FL 1018	04/07	Endorsement New nt/Amendment/Conditions	0.00	FL1018-0407.pdf
Approved	Amend Definition	FL 1019	08/06	Endorsement New	0.00	FL1019-

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Project Name/Number: AXIS-OL-FLP-AR-0701-F/AXIS-OL-FLP-AR-0701-F

	of Plan			nt/Amendm		0806.pdf
	Endorsement			ent/Condi		
				ons		
Approved	Amend Definition MU 1001	02/03		Endorseme New	0.00	MU1001-
	of "Policyholder"			nt/Amendm		0203.pdf
	Endorsement			ent/Condi		
				ons		
Approved	Entity Sub-Limit MU 1002	02/03		Endorseme New	0.00	MU1002-
	of Liability			nt/Amendm		0203.pdf
	Endorsement			ent/Condi		
				ons		
Approved	Pending and MU 1003	02/03		Endorseme New	0.00	MU1003-
	Prior Claims			nt/Amendm		0203.pdf
	Exclusion – Entity			ent/Condi		
	(For Increased			ons		
	Limits)					
Approved	Professional MU 1009	05/06		Endorseme New	0.00	MU1009-
	Errors and			nt/Amendm		0506.pdf
	Omissions			ent/Condi		
	Exclusion			ons		
Approved	Entity Retention MU 1010	02/03		Endorseme New	0.00	MU1010-
	Endorsement			nt/Amendm		0203.pdf
				ent/Condi		
				ons		
Approved	Specific Litigation MU 1012	02/03		Endorseme New	0.00	MU1012-
	Exclusion			nt/Amendm		0203.pdf
				ent/Condi		
				ons		
Approved	Tie In Limits MU 1013	02/03		Endorseme New	0.00	MU1013-
	Endorsement			nt/Amendm		0203.pdf
				ent/Condi		
				ons		
Approved	Family Claims MU 1014	02/03		Endorseme New	0.00	MU1014-
	Exclusion			nt/Amendm		0203.pdf
				ent/Condi		
				ons		
Approved	Amend Item 1. of MU 1016	02/03		Endorseme New	0.00	MU1016-
	the Declarations			nt/Amendm		0203.pdf

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Endorsement				ent/Condi tions		
Approved	Specific Entity Exclusion	MU 1017	02/03	Endorseme New nt/Amendm ent/Condi tions	0.00	MU1017-0203.pdf
Approved	Amend Item 1. of the Declarations Endorsement	MU 1018	02/03	Endorseme New nt/Amendm ent/Condi tions	0.00	MU1018-0203.pdf
Approved	Amend Item 2. of the Declarations Endorsement	MU 1019	02/03	Endorseme New nt/Amendm ent/Condi tions	0.00	MU1019-0203.pdf
Approved	Product Exclusion	MU 1020	02/03	Endorseme New nt/Amendm ent/Condi tions	0.00	MU1020-0203.pdf
Approved	Amend Definition of Insured Individual	MU 1025	02/03	Endorseme New nt/Amendm ent/Condi tions	0.00	MU1025-0203.pdf
Approved	Amend Definition of Plan Endorsement	MU 1026	02/03	Endorseme New nt/Amendm ent/Condi tions	0.00	MU1026-0203.pdf
Approved	Non Stacking of Limits Endorsement	MU 1027	10/05	Endorseme New nt/Amendm ent/Condi tions	0.00	MU1027-1005 SE.pdf
Approved	Correct Declarations Page Endorsement	MU 1029	02/03	Endorseme New nt/Amendm ent/Condi tions	0.00	MU1029-0203.pdf
Approved	Medical Services Exclusion	MU 1030	10/05	Endorseme New nt/Amendm ent/Condi tions	0.00	MU1030-1005.pdf

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Approved	Insurance Exclusion	MU 1031	02/03	Endorsement/Amendment/Conditions	0.00	MU1031-0203.pdf
Approved	Manuscript Application Endorsement	MU 1032	02/03	Endorsement/Amendment/Conditions	0.00	MU1032-0203.pdf
Approved	Policy Period Extension Endorsement	MU 1033	02/03	Endorsement/Amendment/Conditions	0.00	MU1033-0203.pdf
Approved	Specific Individual Exclusion	MU 1034	02/03	Endorsement/Amendment/Conditions	0.00	MU1034-0203.pdf
Approved	Extended Reporting Period Endorsement	MU 1035	02/03	Endorsement/Amendment/Conditions	0.00	MU1035-0203.pdf
Approved	Insurance Exclusion	MU 1036	02/03	Endorsement/Amendment/Conditions	0.00	MU1036-0203.pdf
Approved	Amend Definition of Subsidiary Endorsement	MU 1037	02/03	Endorsement/Amendment/Conditions	0.00	MU1037-0203.pdf
Approved	Prior Acts Exclusion	MU 1040	02/03	Endorsement/Amendment/Conditions	0.00	MU1040-0203.pdf
Approved	Securities Exclusion	MU 1043	02/03	Endorsement/Amendment/Conditions	0.00	MU1043-0203.pdf
Approved	Scheduled Administrator	MU 1044	02/03	Endorsement/Amendment	0.00	MU1044-0203.pdf

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Product Name: AXIS-OL-FLP-AR-0701-F

Project Name/Number: AXIS-OL-FLP-AR-0701-F/AXIS-OL-FLP-AR-0701-F

				ent/Condi tions		
Approved	Prior and Pending Claims Endorsement	MU 1051	06/06	Endorseme New nt/Amendm ent/Condi tions	0.00	MU1051- 0606.pdf
Approved	Broker Commission Endorsement	MU 1052	06/06	Endorseme New nt/Amendm ent/Condi tions	0.00	MU1052- 0606.pdf
Approved	Delete Specified Endorsement	MU 1053	06/06	Endorseme New nt/Amendm ent/Condi tions	0.00	MU1053- 0606.pdf
Approved	Creditor/Debtor Exclusion Endorsement	MU 1054	06/06	Endorseme New nt/Amendm ent/Condi tions	0.00	MU1054- 0606.pdf
Approved	Commission Contributions Endorsement	MU 1055	06/06	Endorseme New nt/Amendm ent/Condi tions	0.00	MU1055- 0606.pdf
Approved	Pre-Approved Counsel Endorsement	MU 1056	06/06	Endorseme New nt/Amendm ent/Condi tions	0.00	MU1056- 0606.pdf
Approved	Amend Definition of Subsidiary Endorsement	MU 1057	04/06	Endorseme New nt/Amendm ent/Condi tions	0.00	MU1057- 0406.pdf
Approved	Knowledge Exclusion	MU 1058	05/06	Endorseme New nt/Amendm ent/Condi tions	0.00	MU1058- 0506.pdf
Approved	Knowledge Exclusion	MU 1059	10/06	Endorseme New nt/Amendm ent/Condi tions	0.00	MU1059- 1006.pdf



SERFF Tracking Number: PERR-125265799 State: Arkansas  
 Filing Company: AXIS Insurance Company State Tracking Number: AR-PC-07-025982  
 Company Tracking Number: AXIS-OL-FLP-AR-0701-F  
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1022 Other  
 Product Name: AXIS-OL-FLP-AR-0701-F  
 Project Name/Number: AXIS-OL-FLP-AR-0701-F/AXIS-OL-FLP-AR-0701-F

Approved	Trade Laws	MU 1061	11/06	Endorseme New	0.00	MU1061-
	Endorsement			nt/Amendm		1106.pdf
				ent/Condi		
				ons		
Approved	Insurer Name	MU 1066	06/06	Endorseme New	0.00	MU1066-
	Change			nt/Amendm		0606.pdf
	Endorsement			ent/Condi		
				ons		
Approved	Certified Acts of	MU 7011	09/03	Endorseme New	0.00	MU7011-
	Terrorism			nt/Amendm		0903.pdf
	Exclusion			ent/Condi		
				ons		



Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## **POLICYHOLDER NOTICE – ARKANSAS**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**< TITLE OF POLICY >**

### **IMPORTANT NOTICE TO ALL ARKANSAS POLICYHOLDERS:**

In the event of a complaint, please contact us at:

***Axis U.S. Insurance  
Legal Department  
11680 Great Oaks Way  
Suite 500  
Alpharetta, Georgia 30022  
Fax No.: 1 (678) 746-9317  
Telephone: 1-866-259-5435***

If you have been unable to contact or obtain satisfaction from the Insurer, you may contact the Arkansas Insurance Department to obtain information or make a complaint at:

***Arkansas Insurance Department  
Consumer Services Division  
1200 W. 3<sup>rd</sup> St.  
Little Rock, AR 72201-1904  
Telephone: (501) 371-2640 or (800) 852-5494***

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## ARKANSAS AMENDATORY ENDORSEMENT

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### FIDUCIARY LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that:

1. Section II. COVERAGE EXTENSIONS, paragraph C. Extended Reporting Period is deleted and replaced by the following:

- C. Extended Reporting Period

If the Insurer or the **Parent Company** cancels or chooses not to renew this Policy, then without any payment of an additional premium, the **Policyholder** or the **Insured Individuals** shall have an automatic sixty (60) day extension of the coverage granted hereunder, but only with respect to:

1. **Wrongful Acts** occurring prior to the effective date of such cancellation or nonrenewal with respect to the coverage afforded under Insuring Agreement A.; and
    2. acts, errors or omissions that give rise to a **Voluntary Compliance Program Loss** (hereinafter such acts, errors or omissions a "**VC Loss Event**") occurring prior to the effective date of such cancellation or nonrenewal with respect to the coverage afforded under Insuring Agreement B.

This period shall be referred to herein as the "Automatic Extended Reporting Period."

If the Insurer or the **Parent Company** cancels or chooses not to renew this Policy, the **Policyholder** or the **Insured Individuals** shall also have the right, upon payment of the additional premium required by the Insurer in Item 5.(A) in the Declarations, to a one (1) year Extended Reporting Period following the expiration of the Automatic Extended Reporting Period, but only with respect to **Wrongful Acts** occurring prior to the effective date of cancellation or nonrenewal. The premium for the Extended Reporting Period, if purchased, shall be based upon the rates and rating rules in effect at the Inception Date of the **Policy Period**.

The Insurer will provide written notice to the **Parent Company** advising of the availability of, the premium for, and the importance of purchasing the Extended Reporting Period.

This right to elect any Extended Reporting Period shall lapse unless written notice of the length of the period being elected is given by the **Policyholder** or **Insured Individual** and is received by the Insurer within sixty (60) days following the effective date of cancellation or nonrenewal as appropriate. Coverage under the Automatic Extended Reporting Period or Extended Reporting Period shall apply only to a **Claim** that is first made against the **Policyholder** or **Insured Individual** during the Automatic Extended Reporting Period or Extended Reporting Period respectively, and any **Claim** made during the Automatic Extended Reporting Period or Extended Reporting Period shall be deemed to have been made during the immediately preceding **Policy**

**Period.** The Limit of Liability applicable to the Automatic Extended Reporting Period shall be part of, and not in addition to, the Limits of Liability for the immediately preceding **Policy Period**. However, the Limit of Liability for the Extended Reporting Period shall not be less than the greater of the amount of coverage remaining in the expiring Policy aggregate or fifty percent (50%) of the Policy's Limit of Liability at the beginning of the **Policy Period** set forth in Item 3. in the Declarations.

2. The second paragraph of Section V. LIMITS OF LIABILITY, RETENTION, DEFENSE AND SETTLEMENT, paragraph A. Limit of Liability is deleted and replaced by the following:

The Limit of Liability for the Extended Reporting Period shall not be less than the greater of the amount of coverage remaining in the expiring Policy aggregate or fifty percent (50%) of the Policy's Limit of Liability at the beginning of the **Policy Period** set forth in Item 3. in the Declarations.

3. Section VIII., NOTICES is amended by the addition of the words "or to any authorized agent of the Insurer with specific information sufficient to identify the **Insureds**" after the word "Declarations".
4. Section VIII., GENERAL CONDITIONS, paragraph C. Cancellation/Nonrenewal, subparagraph 2. is amended by the addition of the following:

The notice shall state the reason for the cancellation. Notice of cancellation shall be mailed or delivered to the **Parent Company** at the mailing address shown on the Policy and to any lienholder or loss payee named in the Policy.

5. Section VIII., GENERAL CONDITIONS, paragraph C. Cancellation/Nonrenewal, subparagraph 4. is amended by the addition of the following:

If the Insurer cancels this Policy, the refund shall be on a pro rata basis.

6. Section VIII., GENERAL CONDITIONS, paragraph G. Subrogation is amended by the addition of the following:

Provided, however, the Insurer shall have no right to subrogation unless the **Insureds** have been compensated by the Insurer, subject to the applicable Limit of Liability, for their **Loss** covered under the Policy.

7. The last sentence of Section VIII., GENERAL CONDITIONS, paragraph K. Alteration and Assignment of Interest is deleted in its entirety.

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date



## ARKANSAS CONSENT FORM

Re: **Claim Expenses Within Limit of Liability**  
Policy No.: \_\_\_\_\_

As required by the Arkansas Insurance Department, this letter will serve to advise you that **Claim Expenses** reduce and may completely exhaust the limit of liability. To the extent the limit of liability is thereby exceeded, the Insurer shall not be liable for **Claim Expenses** or the amount of any judgment or settlement. Please acknowledge your consent to the provision by signing the line provided below.

Very truly yours,

\_\_\_\_\_

Your signature indicates that you have read and understand this letter.

\_\_\_\_\_  
Insured Signature

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## **ADDENDUM TO DECLARATIONS**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**<TITLE OF POLICY>**

The Declarations is amended by the addition of the following:

Policy Premium:\_\_\_\_\_

# FIDUCIARY LIABILITY INSURANCE POLICY

In consideration of payment of the premium, and in reliance on all statements made in the **Application** for this Policy and all information provided to the Insurer, and subject to all the provisions of this Policy, the Insurer designated as such in the Declarations and the **Parent Company**, on behalf of all **Insureds**, agree as follows:

## I. INSURING AGREEMENT

- A. The Insurer shall pay in connection with a **Wrongful Act** which takes place before or during the **Policy Period** all **Loss** arising (except **Voluntary Compliance Program Loss**) from a **Claim** first made against the **Insureds** during the **Policy Period** or Extended Reporting Period, if applicable, and reported in writing to the Insurer as soon as practicable after any **Insured** first becomes aware of such **Claim**, but in no event later than sixty (60) days after the expiration of the **Policy Period** or Extended Reporting Period, if applicable.
- B. The Insurer shall pay, on behalf of the **Insureds**, any **Voluntary Compliance Program Loss** with respect to a **Voluntary Compliance Program Notice** first given to the Insurer during the **Policy Period** or Extended Reporting Period, if applicable, provided that: (i) the **Voluntary Compliance Program Loss** is incurred after such **Voluntary Compliance Program Notice** is first given to the Insurer; and (ii) the Insurer's maximum Sublimit of Liability for all **Voluntary Compliance Program Loss** with respect to all **Voluntary Compliance Program Notices** first given to the Insurer during the **Policy Period** (or Extended Reporting Period, if applicable), shall be as set forth in Item 3.(B) in the Declarations, which such amount shall be part of, and not in addition to, the Limit of Liability set forth in Item 3.(A) in the Declarations.

## II. COVERAGE EXTENSIONS

### A. Spouses

If a **Claim** made against an **Insured Individual** includes a claim against the **Insured Individual's** lawful spouse solely by reason of (1) such spouse's status as a spouse of the **Insured Individual**, or (2) such spouse's ownership interest in property from which the claimant seeks recovery for the **Wrongful Acts** of the **Insured Individual**, all loss which such spouse becomes legally obligated to pay on account of such claim shall be treated for purposes of this Policy as **Loss** which the **Insured Individual** is legally obligated to pay on account of the **Claim** made against the **Insured Individual**. Such loss shall be covered under this Policy only if and to the extent that such loss would be covered under this Policy if incurred by the **Insured Individual**.

The coverage extension afforded by this Subsection does not apply to any **Claim** alleging any wrongful act or omission by an **Insured Individual's** spouse. The term "spouse" as used in this paragraph shall include any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law in the United States of America.

### B. Estates and Legal Representatives

Coverage under this Policy shall extend to a **Claim** made against the estates, heirs, legal representatives or assigns of an **Insured Individual** who is deceased or against the legal representatives or assigns of an **Insured Individual** who is incompetent, insolvent or bankrupt for the **Wrongful Acts** of such **Insured Individual**.

The coverage extension afforded by this Subsection does not apply to any **Claim** alleging any wrongful act or omission by the **Insured Individual's** estates, heirs, legal representatives or assigns.



C. Extended Reporting Period

If the Insurer chooses not to renew or the **Parent Company** cancels this Policy, the **Policyholder** or the **Insured Individuals** shall have the right, upon payment of the additional premium required by the Insurer in Item 5.(A) in the Declarations, to a one (1) year Extended Reporting Period following the termination of the **Policy Period**, but only with respect to:

1. **Wrongful Acts** occurring prior to the effective date of such cancellation or nonrenewal with respect to the coverage afforded under Insuring Agreement A.; and
2. acts, errors or omissions that give rise to a **Voluntary Compliance Program Loss** (hereinafter such acts, errors or omissions a "**VC Loss Event**") occurring prior to the effective date of such cancellation or nonrenewal with respect to the coverage afforded under Insuring Agreement B.

The right to purchase the Extended Reporting Period shall not be available in the event of nonrenewal or cancellation of this Policy resulting from the failure to pay any premium due. The offer of renewal terms, conditions or premiums different from those in effect prior to renewal shall not constitute a refusal to renew.

This right to elect any Extended Reporting Period shall lapse unless written notice of the election, together with payment of the additional premium due, is given by the **Policyholder** or **Insured Individual** and is received by the Insurer within sixty (60) days following the effective date of cancellation or nonrenewal as appropriate. Coverage under the Extended Reporting Period shall apply only to a **Claim** that is first made against the **Policyholder** or **Insured Individual** during the Extended Reporting Period, and any **Claim** made during the Extended Reporting Period shall be deemed to have been made during the immediately preceding **Policy Period**. The Limit of Liability applicable to the Extended Reporting Period shall be part of, and not in addition to, the Limit of Liability for the immediately preceding **Policy Period**.

III. DEFINITIONS

- A. **Application** means each and every signed application, any attachments to such applications, other materials submitted therewith or incorporated therein and any other such documents submitted in connection with the underwriting of this Policy or the underwriting of any other fiduciary liability policy issued by the Insurer, or any of its affiliates, of which this Policy is a renewal, replacement or which succeed it in time as well as any publicly available documents that are filed by the **Parent Company** or **Plan** prior to the inception date of this Policy with the Internal Revenue Service ("IRS"), Department of Labor or Pension Benefit Guarantee Corporation (or for any similar federal, state local or foreign regulatory agency).
- B. **Administrator(s)** means an **Insured Individual** with responsibility for the performance of one or more of the following administrative duties or activities:
1. counseling participants or beneficiaries with respect to a **Plan**;
  2. providing interpretations with respect to a **Plan**;
  3. handling of records with respect to a **Plan**; or
  4. activities affecting enrollment, termination, amendment or cancellation of participants or beneficiaries under a **Plan**.

**Administrator(s)** also means any third party which is included in the definition of **Administrator(s)** by written endorsement attached hereto, but only with respect to a **Plan**.

- C. **Benefits** means any obligation under a **Plan** to a participant or beneficiary under a **Plan** which is a payment of money or property or the grant of a privilege or perquisite.

- D. **Claim(s)** means:
1. with respect to Insuring Agreement A., the receipt by any **Insured** of:
    - (a) a written demand against any **Insured** for monetary damages, or injunctive relief;
    - (b) a civil, arbitration, administrative or regulatory proceeding against any **Insured** commenced by:
      - (i) the service of a complaint or similar pleading;
      - (ii) the filing of a notice of a charge, investigative order or like document; or
      - (iii) written notice or subpoena from an authority identifying such **Insured** as an entity or person against whom a formal proceeding may be commenced;
    - (c) a criminal proceeding against any **Insured** commenced by:
      - (i) the return of an indictment, information, or similar pleading; or
      - (ii) written notice or subpoena from an authority identifying such **Insured** as an individual or entity against whom a subsequent formal proceeding may be commenced; or
    - (d) any fact-finding investigation by the Department of Labor, the Pension Benefit Guaranty Corporation, or similar governmental agency located outside the United States.
  2. with respect to Insuring Agreement B., any **Voluntary Compliance Program Notice**.
- E. **Consulting Fees** means fees charged by a third party actuary, benefits consultant or accountant except those associated with a **Plan** audit, or normal **Plan** administration or compliance costs.
- F. **Defense Costs** means reasonable and necessary legal fees and expenses (other than regular or overtime wages, salaries, fees or benefits of the **Insured Individuals** or employees of the **Policyholder** or the **Policyholder's** overhead expenses) incurred by or on behalf of the **Insureds** in defending, settling, appealing or investigating **Claims**, and the premiums for appeal, attachment or similar bonds. The Insurer, however, shall have no obligation to apply for or furnish such bonds.
- G. **ERISA** means the Employee Retirement Income Security Act of 1974 (including amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985), and any amendment or revision thereto, or any similar common or statutory law of the United States, Canada or any state, foreign or other jurisdiction to which a **Plan** is subject. **ERISA** shall not include any law concerning worker's compensation, unemployment insurance, social security, government mandated disability benefits or similar law.
- H. **ESOP** means any employee stock ownership plan as defined in **ERISA** or any **Plan** under which investments are made primarily in securities of the **Policyholder** or whose assets at any time within twelve months prior to the inception date of this Policy were comprised of 20% or more of the securities of the **Policyholder**.
- I. **Fiduciary(ies)** means a fiduciary(ies) of a **Plan** as defined in **ERISA**.

J. **Financial Impairment** means:

1. the appointment by any state or federal official, agency or court of any receiver, trustee, examiner, conservator, liquidator, rehabilitator or similar official to take control of, supervise, manage or liquidate the **Policyholder** or a **Plan**; or
2. the **Policyholder** becoming a debtor in possession within the meaning of the United States Bankruptcy Code or similar legal status under foreign law.

K. **Indemnity Amounts** means the total amount which the **Insureds** become legally obligated to pay on account of a **Claim**, except for **Defense Costs**, including damages, judgments, any award of pre-judgment or post-judgment interest, settlement amounts, and costs and fees awarded pursuant to judgments.

**Indemnity Amounts** do not include:

1. any amount for which the **Insureds** are legally or financially absolved from payment;
2. fines, penalties, or taxes imposed by law, except for:
  - (a) the five (5) percent or less civil penalty imposed upon an **Insured** under Section 502(i) of **ERISA**;
  - (b) the twenty (20) percent or less penalty imposed upon an **Insured** under Section 502(l) of **ERISA**;
  - (c) fines, penalties or sanctions imposed upon an **Insured** pursuant to the Internal Revenue Service's Voluntary Compliance Resolution Program, Closing Agreement Program, or Tax Sheltered Annuity Voluntary Correction Program, subject always to the Sublimit of Liability set forth in Item 3.(B) in the Declarations; or
  - (d) penalties or other awards imposed by the Pension Ombudsman of England or Occupational Pensions Regulatory Authority of England pursuant to the English Pension Scheme Act 1993, the English Pensions Act 1995, as amended, and any rules and regulations promulgated thereunder, provided always that no part of the premium for this Policy attributable to this exception has been funded, paid or reimbursed from the funds or assets of any pension scheme insured under this Policy; or
3. matters uninsurable under the law pursuant to which this Policy shall be construed.

However, in determining the insurability of punitive, exemplary, or the multiplied portion of any multiplied damage award, it is agreed that the law of the jurisdiction most favorable to the insurability of those damages will control for purposes of resolving any dispute between the Insurer and the **Insureds**, provided that such jurisdiction is:

- (a) where the punitive, exemplary or multiplied damages were awarded or imposed;
- (b) where the **Wrongful Act** underlying the **Claim** took place;
- (c) where either the Insurer or any **Insured** is incorporated, has its principal place of business or resides; or
- (d) where this Policy was issued or became effective.

- L. **Insured(s)** means:
1. the **Insured Individuals**;
  2. the **Policyholder**;
  3. any **Plan**; and
  4. any other person or entity in the capacity of **Fiduciary** or **Administrator** of a **Plan** which is scheduled by written endorsement attached hereto.
- M. **Insured Individual(s)** means:
1. any one or more natural persons who are past, present or future duly elected or appointed director(s), officer(s), employee(s), or trustee(s) of the **Policyholder** or a **Plan**; or
  2. the functional equivalent of any position listed in subparagraph 1. above if serving in such a position outside the United States of America;
- in his or her capacity as a **Fiduciary** or **Administrator** of a **Plan**.
- N. **Interrelated Wrongful Acts** means:
1. with respect to Insuring Agreement A., any and all **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of causally or logically connected facts, circumstances, situations, events, transactions or causes; or
  2. with respect to Insuring Agreement B., acts, errors or omissions that give rise to a **Voluntary Compliance Program Loss** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of causally or logically connected facts, circumstances, situations, events, transactions or causes.
- O. **Loss** means:
1. with respect to Insuring Agreement A., **Defense Costs** and **Indemnity Amounts**; or
  2. with respect to Insuring Agreement B., **Defense Costs**, **Indemnity Amounts** and **Voluntary Compliance Program Loss**.
- P. **Parent Company** means the company designated in Item 1. in the Declarations.
- Q. **Plan(s)** means any plan, fund or program, regardless of whether it is subject to regulation under Title I of ERISA or any part thereof, or meets the requirements for qualification under Section 401 of the Internal Revenue Code of 1986, as amended, and which is:
1. a welfare plan, as defined in **ERISA**, sponsored solely by the **Policyholder** or sponsored jointly by the **Policyholder** and a labor organization, solely for the benefit of the employees of the **Policyholder**;
  2. a pension plan, as defined in **ERISA**, (other than an **ESOP**) sponsored solely by the **Policyholder** or sponsored jointly by the **Policyholder** and a labor organization, solely for the benefit of the employees of the **Policyholder**, provided that prior to the inception date of this Policy, such plan has been reported in writing to the Insurer pursuant to the terms of the application for this Policy or pursuant to the terms of any prior policy issued by the Insurer or the application for such policy and provided that the **Policyholder** shall have paid any premium required for such plan;

3. a pension plan as defined in **ERISA** (other than an **ESOP**) which, during the **Policy Period**, becomes sponsored solely by the **Policyholder** or sponsored jointly by the **Policyholder** and a labor organization, solely for the benefit of the employees of the **Policyholder**;
4. a plan which is both a welfare plan and a pension plan as defined in **ERISA** (other than an **ESOP**);
5. a government-mandated program for unemployment insurance, social security or disability benefits solely with respect to a **Wrongful Act** as defined in Subsection III. AA. 2.;
6. an **ESOP** which is included in the definition of **Plan** by written endorsement attached hereto; or
7. any other plan, fund or program, including a multi-employer plan(s) (solely with respect to a **Wrongful Act** as defined in Subsection III. AA. 3.), which is included in the definition of **Plan** by written endorsement attached hereto.

Pursuant to the requirements of paragraphs 1. and 2. above, coverage under this Policy shall apply to any pension or welfare plan that was merged, sold, spun-off or terminated prior to or during the **Policy Period** with respect to **Wrongful Acts** that occurred prior to the date of such merger, sale or spin-off or prior to the final date of asset distribution of such plan. As a condition precedent to coverage with respect to any such pension plan, the **Policyholder** shall give written notice of such transaction to the Insurer as soon as practicable but in no event more than ninety (90) days after the effective date of such merger, sale, spin-off or termination.

Pursuant to the requirement of paragraph 3. above, if the total assets of such newly sponsored plan are greater than fifteen (15) percent of the total consolidated assets of the existing **Plans** of the **Policyholder**, this Policy shall provide insurance for such plan for a period of ninety (90) days after the effective date of such sponsorship. However, the Insurer may, in its sole discretion and subject to any additional terms, conditions and premiums required by the Insurer, extend the insurance otherwise afforded through this Subsection.

R. **Policyholder** means:

1. the **Parent Company** and its **Subsidiaries**, including any such organization as a debtor in possession within the meaning of the United States Bankruptcy Code or similar legal status under foreign law; and
2. any foundation or charitable trust controlled by the **Parent Company** and/or its **Subsidiaries**.

S. **Policy Period** means the period of time specified in Item 2. in the Declarations, subject to prior termination in accordance with Section VIII.C.

T. **Pollutants** means any substance located anywhere in the world exhibiting any hazardous characteristics as defined by or identified on a list of hazardous substances issued by the United States Environmental Protection Agency or any federal, state, county, municipality or locality counterpart thereof. Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, mold, spores, fungi, germs, chemicals or waste materials. **Pollutants** shall also mean any other air emission, odor, waste water, oil or oil product, infectious or medical waste, asbestos or asbestos product, lead or lead product, noise, and electric, magnetic or electromagnetic field.

- U. **Subsidiary(ies)** means any entity in which and so long as the **Parent Company**, either directly or indirectly:
1. owns more than fifty (50) percent of the issued and outstanding voting stock; or
  2. controls voting rights representing the present right to vote for election or to appoint more than fifty (50) percent of the directors or trustees;
- on or before the effective date of this Policy, or after the effective date of this Policy if the entity is covered pursuant to Section VIII.A.1, solely with regard to **Wrongful Acts** occurring at or after the time such entity became a **Subsidiary**.
- V. **Voluntary Compliance Program** means the Delinquent Filer Voluntary Compliance Program and the Voluntary Fiduciary Correction Program ("VFCP"), both of which are administered by the Employee Benefits Security Administration of the Department of Labor ("DOL"), and the Employee Plans Compliance Resolution System, which is administered by the Internal Revenue Service ("IRS").
- W. **Voluntary Compliance Program Defense Costs** means reasonable and necessary legal fees and expenses, and **Consulting Fees** incurred by or on behalf of the **Insureds** resulting solely from the correction, pursuant to a **Voluntary Compliance Program**, of a **Plan's** failure to comply with a statute, rule or regulation or an **Insured's** violation of the responsibilities, obligations or duties imposed upon such **Insured** by **ERISA**, but excluding any fees or costs incurred in finding or assessing such failure or violation and any regular or overtime wages, salaries, fees or benefits of the **Insured Individuals** or employees of the **Policyholder**. Selection of counsel for representation of an **Insured** in connection with a **Voluntary Compliance Program** and the incurrence of any **Voluntary Compliance Program Defense Costs** is subject to the Insurer's prior written consent, not to be unreasonably withheld, and is further subject to the Insurer's Litigation Management Guidelines.
- X. **Voluntary Compliance Program Indemnity Amounts** means any fees, fines, penalties or sanctions paid by the **Insured** to the IRS or the DOL pursuant to a **Voluntary Compliance Program**, and any damages or settlement amounts paid by an **Insured** pursuant to the VFCP as a result of a violation of the responsibilities, obligations or duties imposed upon such **Insured** by **ERISA**, provided that the **Insured** obtains a "no-action letter" from the DOL as a result of the **Insured's** compliance with the VFCP.
- Y. **Voluntary Compliance Program Loss** means **Voluntary Compliance Program Defense Costs** and **Voluntary Compliance Program Indemnity Amounts**.
- Z. **Voluntary Compliance Program Notice** means advance written notice to the Insurer by the **Insured** of the **Insured's** intent to enter into a **Voluntary Compliance Program**.
- AA. **Wrongful Act** means:
1. as respects a **Fiduciary**, a **Plan** or the **Policyholder**:
    - (a) a violation of any of the responsibilities, obligations or duties imposed on **Fiduciaries** by **ERISA**; or
    - (b) any matter claimed against an **Insured** by reason of his, her or its status as a **Fiduciary**;
  2. as respects an **Administrator**:
    - (a) any act, error or omission in the performance of his or her administrative duties as defined in Subsection III. B.; or

- (b) any matter claimed against an **Administrator** by reason of his or her status as such; and
- 3. as respects an **Insured Individual**, any matter claimed against him or her arising out of his or her service as a **Fiduciary** or **Administrator** of any multi-employer plan as defined by **ERISA**, but only if such service is at the specific request of the **Policyholder** and such multi-employer plan is added pursuant to Subsection III. Q. 7., identified as a multi-employer plan and any required premium is paid.

#### IV. EXCLUSIONS

##### A. Exclusions Applicable to All **Loss**

The Insurer will not pay **Loss** arising from any **Claim** made against any **Insured** nor pay any **Voluntary Compliance Program Loss**:

- 1. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any fact, circumstance, situation, transaction, event or **Wrongful Act** which, before the Inception Date set forth in Item 2. of the Declarations, was the subject of any notice of a claim or notice of a potential claim given under any other policy of insurance;
- 2. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving:
  - (a) any demand, suit, or other proceeding pending, or order, decree or judgment entered, against any **Insured** on or prior to the Pending or Prior Claim Date set forth in Item 6. in the Declarations, or any **Wrongful Act**, fact, circumstance or situation underlying or alleged therein; or
  - (b) any other **Wrongful Act** whenever occurring, which together with a **Wrongful Act** described in (a) above, constitute **Interrelated Wrongful Acts**;
- 3. for bodily injury, mental anguish, emotional distress, sickness, disease, or death of any person or damage to or destruction of any tangible property including loss of use thereof;
- 4. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving:
  - (a) the gaining of any profit, remuneration, or advantage to which the **Insured** was not legally entitled; or
  - (b) any criminal or deliberately fraudulent act, error or omission by an **Insured**;if evidenced by any judgment, final adjudication, alternate dispute resolution proceeding or a document or written statement by an **Insured**;
- 5. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving:
  - (a) any nuclear reaction, radiation or contamination;
  - (b) the actual, alleged or threatened discharge, release, escape, seepage, migration, dispersal or disposal of **Pollutants** into or on real or personal property, water or the atmosphere; or
  - (c) any direction or request that the **Insureds** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so;

6. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any act or omission in his, her or its capacity as a **Fiduciary** or **Administrator** of any plan, fund or program other than a **Plan** as defined in this **Policy**, or by reason of his, her or its status as a **Fiduciary** or **Administrator** of such other plan, fund or program; or
7. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any **Wrongful Act** as respects a **Plan** taking place at any time when the **Policyholder** did not sponsor such **Plan**.

B. Exclusions Applicable Solely to **Indemnity Amounts** and **Voluntary Compliance Program Indemnity Amounts**:

The Insurer will not pay **Indemnity Amounts** for any **Claim** made against any **Insured** nor pay any **Voluntary Compliance Program Indemnity Amounts** for:

1. the failure to collect contributions owed to any **Plan** from any employer unless such failure is due to the negligence of an **Insured**; or
2. **Benefits**, including that portion of any settlement or judgment equal to such **Benefits**, unless recovery of such **Benefits** is based on a **Wrongful Act** and is payable as a personal obligation of an **Insured Individual**.

C. Severability

With respect to Exclusion A. 4. set forth above, no knowledge possessed by any **Insured Individual** shall be imputed to any other **Insured Individual**.

V. LIMITS OF LIABILITY, RETENTION, DEFENSE AND SETTLEMENT

A. Limit of Liability

The Insurer's maximum aggregate liability for all **Loss** arising from all **Claims** first made during the **Policy Period** shall be the Limit of Liability set forth in Item 3.(A) in the Declarations. The Insurer's maximum aggregate liability for all **Voluntary Compliance Program Loss** arising from all **Voluntary Compliance Program Notices** first made during the **Policy Period** shall be the Sublimit of Liability set forth in Item 3.(B) in the Declarations, which amount shall be part of, and not in addition to, the Limit of Liability set forth in Item 3.(A) in the Declarations.

The Limit of Liability and Sublimit of Liability for the Extended Reporting Period, if exercised, shall be part of and not in addition to the Limit of Liability and Sublimit of Liability for the immediately preceding **Policy Period**. The purchase of the Extended Reporting Period shall not increase or reinstate the Limit of Liability or Sublimit of Liability, which shall be the maximum liability of the Insurer for such **Policy Period** and Extended Reporting Period, combined.

If the Sublimit of Liability is exhausted by payment of **Voluntary Compliance Program Loss**, the Insurer's obligations with respect to Insuring Agreement B. shall be completely fulfilled and extinguished. If the Limits of Liability are exhausted by payment of any **Loss**, the Insurer's obligations under this Policy shall be completely fulfilled and extinguished.

All **Claims** arising from the same **Wrongful Act** and all **Interrelated Wrongful Acts** shall be deemed one **Claim** and such **Claim** shall be deemed to be first made on the earlier date that: (i) any of the **Claims** is first made against an **Insured** under this Policy or any prior policy, or (ii) valid notice was given by the **Insureds** under this Policy or any prior policy of any **Wrongful Act** or any fact, circumstance, situation, event, transaction or cause which underlies such **Claim**. Coverage under this Policy shall apply only with respect to **Claims** deemed to have been first made during the **Policy Period** and reported in writing to the Insurer in accordance with the terms herein.



B. Retentions

The Insurer shall be liable for only that part of **Loss** on account of each **Claim** which is excess of the applicable Retention set forth in Item 4. in the Declarations. If different parts of **Loss** arising from a single **Claim** are subject to different Retentions under this Policy, the applicable Retention will be applied separately for each part of such **Loss**, but the sum of such Retentions shall not exceed the largest applicable Retention.

C. Defense and Settlement

The Insurer shall have both the right and the duty to defend and appoint counsel with respect to any **Claim** (except **Voluntary Compliance Program Notice**) made against the **Insureds** alleging a **Wrongful Act**, even if such **Claim** is groundless, false or fraudulent. The **Insureds** shall have the right, at their own expense, to associate with the Insurer in the defense of any **Claim**, including but not limited to negotiating a settlement. However, the Insurer shall not be obligated to defend any such **Claim** after the Limit of Liability set forth in Item 3.(A) in the Declarations has been exhausted or after the rejection of a settlement offer as described below.

The **Insureds** shall not settle any **Claim**, incur any **Defense Costs** or **Voluntary Compliance Program Defense Costs**, admit or assume any liability, stipulate to any judgment, or otherwise assume any contractual obligation, without the Insurer's prior written consent, which shall not be unreasonably withheld. The Insurer shall not be liable for any settlement (including **Voluntary Compliance Program Loss**), **Defense Costs**, **Voluntary Compliance Program Defense Costs**, assumed obligation (including **Voluntary Compliance Program Loss**), admission or stipulated judgment to which it has not consented or for which the **Insureds** are not legally obligated. The **Insureds** will provide the Insurer with all information, assistance and cooperation that the Insurer reasonably requests. The **Insureds** shall not knowingly take any action which increases the Insurer's exposure for **Loss** under this Policy. Notwithstanding the foregoing, the Insurer's consent shall not be required with respect to any **Claim** (except a **Voluntary Compliance Program Notice**), if the total **Loss** (inclusive of **Defense Costs**) arising from such **Claim** is less than fifty (50) percent of the applicable Retention set forth in Item 4. in the Declarations.

If the Insurer recommends a settlement within the Policy's applicable Limit of Liability which is acceptable to the claimant and the **Insureds** unreasonably refuse to consent, then the Insurer's liability for all **Loss** on account of such **Claim** shall not exceed the amount for which the Insurer could have settled such **Claim**, plus an additional fifty (50) percent of such amount, plus **Defense Costs** up to the date the **Insureds** refused to settle such **Claim**. However, in no event shall the Insurer's liability exceed the Limit of Liability set forth in Item 3.(A) in the Declarations.

VI. AWARENESS PROVISION

- A. If during the **Policy Period** any **Insured** becomes aware of circumstances which could give rise to a **Claim** under Insuring Agreement A., and the **Insured** gives written notice of such circumstances to the Insurer during the **Policy Period**, then any **Claim** subsequently arising from such circumstances shall be considered to have been made during the **Policy Period** in which the circumstances were first reported to the Insurer. Without limiting the foregoing, if an **Insured** submits a **Voluntary Compliance Program Notice** during the **Policy Period**, then any **Claim** subsequently arising from the circumstances underlying such **Voluntary Compliance Program Notice** shall be deemed to have been first made during the **Policy Period** in which such **Voluntary Compliance Program Notice** was first given by an **Insured** to the Insurer. With respect to any subsequent **Claim**, no coverage shall be provided for fees and expenses incurred prior to the time such circumstances result in a **Claim**.

B. The **Insureds** shall, as a condition precedent to exercising their rights hereunder:

1. include with any notice of circumstances a description of such circumstances, the nature of the potential **Wrongful Act**, the nature and extent of the potential damages, the names of the potential claimants, and the manner in which the **Insureds** first became aware of such circumstances; and
2. give the Insurer such additional information and cooperation as it may reasonably require.

## VII. NOTICES

All notices under any provision of this Policy must be made in writing and delivered by prepaid express courier, certified mail or fax. Notices to the **Insureds** shall be given to the **Parent Company**. Notices to the Insurer shall be given to the appropriate party at the address set forth in Item 8. in the Declarations. Notices given as described above shall be deemed to be received and effective upon actual receipt thereof by the addressee or one day following the date such notices are sent, whichever is earlier.

## VIII. GENERAL CONDITIONS

### A. Transactions That Impact Coverage

#### 1. Acquisition or Creation of Another Organization

(a) If, after the effective date of this Policy, the **Policyholder**:

- (i) creates or acquires an entity;
- (ii) merges with another entity such that the **Policyholder** is the surviving entity; or
- (iii) assumes voting rights representing the present right to vote for election or to appoint more than fifty (50) percent of the directors or trustees of an entity;

then such entity and any subsidiaries shall be deemed to be a **Subsidiary**, only if the total assets of such entity's pension and welfare plans do not exceed fifteen (15) percent of the total consolidated assets of the existing **Plans** of the **Policyholder** as of the date immediately prior to such creation, merger, acquisition or assumption.

Notwithstanding the above, if the total assets of such entity's pension and welfare plans exceed fifteen (15) percent of the total consolidated assets of the existing **Plans** of the **Policyholder** as of the date immediately prior to such creation, merger, acquisition or assumption, this Policy shall provide insurance for such entities and any subsidiaries and their directors, officers, trustees, or employees for a period of ninety (90) days after the effective date of such creation, merger, acquisition or assumption. At its sole option and upon submission of any and all information as it may require, the Insurer may, upon payment of any additional premium or modification of the provisions of this Policy that may be warranted, extend the insurance otherwise afforded through this Subsection.

- (b) There shall be no coverage for any **Wrongful Act** or, with respect to Insuring Agreement B., acts, errors or omissions that give rise to a **Voluntary Compliance Program Loss** by such created, acquired or merged entity or by any persons or entities considered to be **Insureds** pursuant to paragraph (a) above, where such **Wrongful Act** or, with respect to Insuring Agreement B., acts, errors or omissions that give rise to a **Voluntary Compliance Program**

**Loss** occurred in whole or in part before the effective date of such creation, acquisition or merger or for any **Wrongful Act** or, with respect to Insuring Agreement B., acts, errors or omissions that give rise to a **Voluntary Compliance Program Loss** occurring on or after such date which, together with any **Wrongful Acts** or, with respect to Insuring Agreement B., acts, errors or omissions that give rise to a **Voluntary Compliance Program Loss** occurring before such date, constitute **Interrelated Wrongful Acts**.

2. Acquisition of **Parent Company**

If, during the **Policy Period**, any of the following events occurs:

- (a) the acquisition of the **Parent Company**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of the **Parent Company** into or with another entity such that the **Parent Company** is not the surviving entity; or
- (b) the acquisition by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate at least fifty (50) percent of the directors of the **Parent Company**;

then coverage under this Policy shall continue until termination of the **Policy Period** and shall not be cancellable by the **Parent Company**, but only with respect to **Wrongful Acts** or, with respect to Insuring Agreement B., acts, errors or omissions that give rise to a **Voluntary Compliance Program Loss** occurring prior to such merger, consolidation or acquisition. The **Parent Company** shall give written notice of such merger, consolidation or acquisition to the Insurer as soon as practicable together with such information as the Insurer may require. However, coverage under this Policy will cease as of the effective date of such event with respect to **Wrongful Acts** or, with respect to Insuring Agreement B., acts, errors or omissions that give rise to a **Voluntary Compliance Program Loss** occurring after such event. The appointment by any state or federal official, agency or court of any receiver, trustee, examiner, conservator, liquidator, rehabilitator or similar official to take control of, supervise, manage or liquidate the **Parent Company**, or the **Parent Company** becoming a debtor in possession within the meaning of the United States Bankruptcy Code or similar legal status under foreign law, shall not be considered an acquisition within the meaning of this Subsection.

3. Cessation of a **Subsidiary**

If before or during the **Policy Period** an organization ceases to be a **Subsidiary**, coverage with respect to such **Subsidiary** and its **Insureds** shall continue until termination of the **Policy Period** but only with respect to **Wrongful Acts** or, with respect to Insuring Agreement B., acts, errors or omissions that give rise to a **Voluntary Compliance Program Loss** occurring prior to the date such organization ceased to be a **Subsidiary**.

B. Representations and Severability with Respect to **Application**

In granting coverage to any one of the **Insureds**, the Insurer has relied upon the statements made in the written **Application** for this Policy and all information provided to the Insurer and upon the statements in the original written application submitted to another insurer with respect to prior coverage incepting as of the Continuity Date, if any, set forth in Item 7. in the Declarations. All such statements are the basis of this Policy and shall be incorporated in and constitute part of this Policy.

In order to determine if coverage is available, no declaration or statement in the **Application** or knowledge possessed by any **Insured**, other than those statements and declarations made by or knowledge possessed by the person who signs the **Application** for this Policy, shall be imputed to any other **Insured**.

C. Cancellation/Nonrenewal

1. The **Parent Company** may cancel this Policy during the **Policy Period** by giving the Insurer advance written notice of cancellation stating when thereafter such cancellation will be effective.
2. The Insurer may only cancel this Policy in the event of nonpayment of premium by giving the **Parent Company** written notice of cancellation at least twenty (20) days before the effective time of cancellation.
3. Notice of cancellation shall state the effective time of cancellation. The **Policy Period** shall end at that time.
4. If this Policy is cancelled, the Insurer shall send the **Parent Company** any premium refund as soon as practicable. If the **Parent Company** cancels, the refund shall be on the customary short rate basis. The return or tender of a return premium is not a condition precedent to the cancellation becoming effective at the time stated in the cancellation notice.
5. If the Insurer decides not to renew this Policy, the Insurer shall provide written notice to the **Parent Company** at least sixty (60) days prior to the end of the **Policy Period**.
6. If any controlling law requires a longer period of notice by the Insurer, the Insurer shall give such longer notice.

D. Other Insurance

If any **Loss** arising from any **Claim** is insured by any other policy(ies) of insurance, prior or current, then this Policy shall apply only in excess of and will not contribute with the amount of any deductibles, retentions and limits of liability under such other policy(ies), whether such policy(ies) is stated to be primary, contributory, excess, contingent or otherwise, unless such policy(ies) is written to be specifically excess of this Policy by reference in such other policy(ies) to this Policy's Policy Number indicated in the Declarations.

E. Territory

This Policy shall apply to **Claims** made against the **Insureds** anywhere in the world.

F. Valuation and Currency

All premiums, limits, Retentions, **Loss**, and other amounts under this Policy are expressed and payable in the currency of the United States. If judgment is rendered, settlement is denominated or another element of **Loss** under this Policy is stated in a currency other than United States dollars, payment under this Policy shall be made in United States dollars at the rate of exchange published in *The Wall Street Journal* on the date the judgment becomes final or payment of the settlement or other element of **Loss** is due.

G. Subrogation

In the event of any payment under this Policy, the Insurer shall be subrogated to the extent of such payment to all the **Insureds'** rights of recovery, and the **Insureds** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the Insurer effectively to bring suit in the name of the **Insureds**.

H. No Action Against Insurer

No action shall lie against the Insurer unless, as a condition precedent thereto, there has been full compliance with all the terms of this Policy. No person or organization shall have any right under this Policy to join the Insurer as a party to any action against the **Insureds** to determine the **Insureds'** liability, nor shall the Insurer be impleaded by the **Insureds** or their legal representatives.

I. Bankruptcy

Bankruptcy or insolvency of the **Policyholder** or of any **Insured Individual** shall not relieve the Insurer of its obligations nor deprive the Insurer of its rights or defenses under this Policy.

J. Authorization

By acceptance of this Policy, the **Parent Company** agrees to act on behalf of the **Insureds** with respect to the giving and receiving of any notice provided for in this Policy (except the giving of notice to apply for the Extended Reporting Period), the payment of premiums and the receipt of any return premiums that may become due under this Policy, and the agreement to and acceptance of endorsements, and the **Insureds** agree that the **Parent Company** shall act on their behalf.

K. Alteration and Assignment of Interest

No change in, modification of, or assignment of interest under this Policy shall be effective except when made by a written endorsement to this Policy which is signed by an authorized representative of the Insurer. The **Insureds** agree that this Policy constitutes the entire agreement between the **Insureds** and the Insurer, or any of their agents or brokers. Notice to or knowledge possessed by the Insurer, the **Insureds** or any agent, broker or other person acting on behalf of the **Insureds** or Insurer shall not effect a waiver of or estop the Insurer or the **Insureds** from asserting any rights under this Policy.

L. Headings

The descriptions in the headings and subheadings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.



## FIDUCIARY LIABILITY INSURANCE POLICY DECLARATIONS

THIS POLICY IS WRITTEN ON A CLAIMS MADE AND REPORTED BASIS AND COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE EXTENDED REPORTING PERIOD, IF APPLICABLE, AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED AND MAY BE TOTALLY EXHAUSTED BY AMOUNTS INCURRED AS DEFENSE COSTS. PLEASE READ THIS POLICY CAREFULLY.

**INSURER:** Axis Insurance Company

**POLICY NUMBER:**

**Item 1. Parent Company:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name)  
(Address)

**Item 2. Policy Period:**

(A) Inception Date  
(B) Expiration Date

Both dates at 12:01 a.m. at the  
address listed in Item 1.

**Item 3. Limits of Liability:**

(A) Maximum aggregate Limit of Liability for all **Loss** for all  
**Claim(s)** during the **Policy Period** \$ \_\_\_\_\_

(B) Maximum aggregate Sublimit of Liability for all  
**Voluntary Compliance Program Loss** for all  
**Claim(s)** during the **Policy Period** \$ 100,000

**Item 4. Retentions:**

(A) Insuring Clause A  
Each **Claim** for all **Loss**, including **Defense Costs**  
under Insuring Agreement A \$ \_\_\_\_\_

(B) Insuring Clause B – Each **Voluntary  
Compliance Program Notice** for all **Voluntary  
Compliance Program Loss**, including **Voluntary  
Compliance Program Defense Costs** \$ \_\_\_\_\_

**Item 5. Extended Reporting Period:**

(A) Additional Premium: \_\_\_\_ percent of the premium for the **Policy Period**

(B) Extended Reporting Period: One Year

**Item 6. Pending or Prior Claim Date:** \_\_\_\_\_

**Item 7. Continuity Date:** \_\_\_\_\_

Item 8. Notices to **Insurer**:

Notice of **Claim(s)** To Be Sent To:

Axis Financial Insurance Solutions Claims  
Address: Connell Corporate Park  
300 Connell Drive  
P.O. Box 357  
Berkeley Heights, NJ 07922-0357  
Facsimile: (908) 508-4389  
Toll-Free Number: (866) 259-5435

All Other Notices To Be Sent To:

Axis Financial Insurance Solutions  
Address: Connell Corporate Park  
300 Connell Drive  
P.O. Box 357  
Berkeley Heights, NJ 07922-0357  
Facsimile: (908) 508-4301  
Toll-Free Number: (866) 259-5435

Item 9: Endorsements Effective at Inception: \_

Item. 10. Terrorism Coverage:

Coverage Purchased by **Parent Company**: Yes ☐ No ☐

If yes, Terrorism Coverage Premium: \$ \_\_\_\_\_

The Insurer has caused this Policy to be signed and attested by its authorized officers, but it shall not be valid unless also signed by another duly authorized representative of the Insurer.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date



**Fred Marshall Turner II**  
**President**



**Andrew Weissert**  
**Secretary**



## FIDUCIARY LIABILITY INSURANCE APPLICATION

**THIS POLICY IS WRITTEN ON A CLAIMS MADE AND REPORTED BASIS AND COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE EXTENDED REPORTING PERIOD, IF APPLICABLE, AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED AND MAY BE TOTALLY EXHAUSTED BY AMOUNTS INCURRED AS DEFENSE COSTS. PLEASE READ THIS POLICY CAREFULLY.**

Please fully answer all questions and submit all requested information. Terms appearing in bold face in this Application are defined in the Policy and have the same meaning in this Application as in the Policy. If you do not have a copy of the Policy, please request it from your agent or broker. This Application, including all materials submitted herewith, shall be held in confidence.

### 1. GENERAL INFORMATION

- (a) Applicant Name: \_\_\_\_\_  
(Whenever used in this Application, the term "Applicant" shall mean the **Parent Company**, unless otherwise indicated)
- (b) Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (c) State of Incorporation: \_\_\_\_\_ (d) Date Established: \_\_\_\_\_
- (e) Standard Industry Classification (SIC) Code: \_\_\_\_\_
- (f) Stock Symbol and Exchange (if applicable) \_\_\_\_\_
- (g) Nature of Business: \_\_\_\_\_  
\_\_\_\_\_
- (h) Applicant's website address (if applicable): \_\_\_\_\_
- (i) Name of Applicant's designated representative to receive all notices from the Insurer on behalf of all person(s) and entity(ies) proposed for this insurance: \_\_\_\_\_  
\_\_\_\_\_

### 2. COVERAGE REQUESTED

Limit Requested: \$ \_\_\_\_\_

### 3. POLICY PERIOD REQUESTED

From \_\_\_\_\_ to \_\_\_\_\_ both days at 12:01 a.m. at the principal address of the Applicant.



#### 4. INSURED PLANS

List all **Plans** for which coverage is requested:

<u>Plan Name</u>	<u>Total Assets</u>	<u>Number of Participants</u>	<u>Qualified Plan (Y/N)</u>	<u>Type of Plan*</u>	<u>Investments in Employer Securities (Y/N)</u>

(List any additional **Plans** on an attachment. Attachment Y/N\_\_\_\_\_)

\*W = Welfare Benefit, DC = Defined Contribution, DB = Defined Benefit, O = Other

#### 5. PLAN MANAGEMENT

- a. Are **Plan** assets managed by an independent investment manager? ☐ Yes ☐ No  
(If No, attach details of investment procedures)
- b. How often is the investment manager's performance reviewed? ☐ Monthly ☐ Quarterly  
☐ Semi-annually ☐ Other (If Other, attach details)
- c. How often are the investment manager's guidelines for investment fixed by the **Fiduciaries**?  
☐ Semi-annually ☐ Annually ☐ Bi-annually ☐ Other (If Other, attach details)
- d. Does any **Plan** employ the investment, trustee, actuarial, legal, administrative or benefits consulting services of any outside provider(s)? ☐ Yes ☐ No (If Yes, attach the name(s) of the organization(s), the service(s) they provide and the **Plan(s)** for which services are provided)

#### 6. PLAN STRUCTURE

- a. Is any **Plan** a multiemployer or multiple employer plan? ☐ Yes ☐ No (If Yes, attach list of such **Plan(s)**)
- b. Has any **Plan** requested or considered filing a request for termination? ☐ Yes ☐ No (If Yes, attach complete details for each such **Plan**)
- Has the Applicant received approval from the Department of Labor for such termination?  
☐ Yes ☐ No ☐ N/A (If No, attach complete details)
- c. In the past two years, has there been any amendment(s) to any **Plan** that has resulted in or may result in any change or reduction of **Benefits**? ☐ Yes ☐ No (If Yes, attach details of the amendment(s))
- d. Has any **Plan** or portion of any **Plan** been sold, transferred or terminated? ☐ Yes ☐ No (If Yes, attach the date of sale or termination, whether assets have been fully distributed or reverted to a party other than the **Plan** participants and name of annuity provider if **Benefits** have been secured by annuities)
- e. In the last 12 months, has there been, or is there now under consideration, any merger, acquisition, restructuring or consolidation of or by the Applicant or any of its **Subsidiaries** that has resulted in or may result in **Plan** participants transferring to another **Plan**, company or **Subsidiary**? ☐ Yes ☐ No (If Yes, attach complete details)

7. **PLAN FUNDING (DEFINED BENEFIT PLANS ONLY):**

- a. Are all **Plans** adequately funded in accordance with **ERISA** or any applicable similar common or statutory law of the United States, Canada or any state or other jurisdiction anywhere in the world, as attested to by an actuary?  
☐Yes ☐No (If No, attach complete details)
- b. Are there any overdue employer contributions for any **Plan** or has a waiver of contributions been requested?  
☐Yes ☐No (If Yes, attach complete details including the **Plan** name and the amount of any overdue employer contributions for each such **Plan**)
- c. Has the Applicant converted any Defined Benefit **Plan** to a cash balance **Plan** within the previous twelve (12) months or have plans to do so within the next twelve (12) months? ☐Yes ☐No (If Yes, attach complete details including the date of conversion)
- d. For each **Plan** not adequately funded in accordance with **ERISA** and any applicable similar common or statutory law of the United States, Canada or any state or other jurisdiction anywhere in the world, when will funding be achieved? If there are any such **Plans**, attach complete details. If not applicable, check here ☐.

8. **PAST ACTIVITIES**

- a. Has there been or is there now pending any **Claim(s)** against any proposed **Insured** arising out of any **Plan**?  
☐Yes ☐No (If Yes, attach complete details)
- b. Has there been any assessment of IRS Closing Agreement Program (CAP) penalties against any **Plan**?  
☐Yes ☐No (If Yes, attach complete details)

It is agreed that with respect to questions 8 (a) and (b), if such facts or circumstances exist, any **Claim** arising therefrom is excluded from the proposed insurance for all **Insureds**.

9. **PRIOR EXPERIENCE**

- a. No person(s) or entity(ies) proposed for this insurance is cognizant of any fact, circumstance, situation, act, error, omission, or situation which he/she has reason to suppose might afford grounds for any **Claim** such as would fall within the scope of the proposed insurance. If there are any exceptions, attach complete details. If none, check here ☐.
- b. No person(s) or entity(ies) proposed for this insurance is cognizant of any violation(s) of **ERISA** or any similar common or statutory law of the United States, Canada or any state or other jurisdiction anywhere in the world to which a **Plan** is subject. If there are any exceptions, please attach complete details. If none, check here ☐.
- c. No person(s) or entity(ies) proposed for this insurance is cognizant of any inquiry, investigation or communication which he/she/it has reason to suppose might give rise to a **Claim** such as would fall within the scope of the proposed insurance. If there are any exceptions, please attach complete details. If none, check here ☐.

It is agreed that with respect to questions 9(a), (b) or (c) above, if such knowledge exists by any person signing this application, then any **Claim** arising therefrom is excluded from the proposed insurance for all **Insureds**.

## 10. PRIOR INSURANCE.

- a. Does the **Policyholder** currently have fiduciary liability insurance?

☐ Yes ☐ No. If yes, please provide the following:

<u>Insurer</u>	<u>Limits</u>	<u>Deductible/Retention</u>	<u>Policy Period</u>
----------------	---------------	-----------------------------	----------------------

	\$ _____	\$ _____	_____
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- b. Have any of the **Policyholder's** current fiduciary liability insurers indicated an intent not to offer renewal terms? ☐ Yes ☐ No. If yes, attach details.
- c. Is there **ERISA** fidelity bond coverage currently in force with respect to any **Plan**? ☐ Yes ☐ No (If Yes, provide details below)
- |                          |                       |
|--------------------------|-----------------------|
| Insurer _____            | Expiration Date _____ |
| Limit of Liability _____ | Premium _____         |
- d. Has the **Policyholder** or any **Insured Individual** given written notice under the provisions of any prior or current fiduciary liability insurance policy of specific facts or circumstances which might give rise to a **Claim** being made against any **Insured**? ☐ Yes ☐ No. If yes, attach details.
- e. Have any **Loss** payments been made on behalf of the proposed **Policyholder** or any **Insured Individual** under any fiduciary liability insurance policy or similar insurance? ☐ Yes ☐ No. If yes, attach details.

It is agreed that with respect to questions 10 (d) and (e), if such facts or circumstances exist, any **Claim** arising therefrom is excluded from the proposed insurance for all **Insureds**.

## 11. ADDITIONAL UNDERWRITING INFORMATION

As part of this Application, submit the following documents with respect to the **Policyholder**:

- a. Latest Annual Report and interim financial statements for Applicant
- b. Latest CPA audited financials for each of the five largest pension **Plans** (in terms of total assets), with investment portfolios. If **Plan** assets are held in a master trust, submit the master trust investment portfolio. If audited financials are not available, submit the most recent 5500s for the **Plan**.
- c. Latest CPA audited financials for any **Plan** designed to invest primarily in employer securities or which invests more than 10% of **Plan** assets in employer securities.
- d. Written **Plan** description and latest financial statements, if applicable, for any non-qualified **Plans**.

The undersigned authorized officer of the Applicant declares that the statements set forth herein are true. The undersigned authorized officer agrees that if the information supplied on this Application changes between the date of this Application and the effective date of the insurance, he/she shall, in order for the information to be accurate on the effective date of the insurance, immediately notify the Insurer of such changes, and the Insurer may withdraw or modify any outstanding quotations or authorizations or agreements to bind the insurance.

Signing of this Application does not bind the Applicant or the Insurer to complete the insurance contract, but it is agreed that this Application shall be the basis of the contract should a policy be issued, and it will be attached to and become part of the Policy.

All written statements and materials furnished to the Insurer in conjunction with this Application are hereby incorporated by reference into this Application and made a part hereof.

The undersigned authorized officer of the Applicant hereby acknowledges that this Policy applies to **Claims** first made or deemed made, during the **Policy Period** or Extended Reporting Period, if purchased.

**NOTICE TO ARKANSAS APPLICANTS:** "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT, OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON."

**NOTICE TO COLORADO APPLICANTS:** "IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES."

**NOTICE TO DISTRICT OF COLUMBIA APPLICANTS:** "WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT."

**NOTICE TO FLORIDA APPLICANTS:** "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY IN THE THIRD DEGREE."

**NOTICE TO KENTUCKY APPLICANTS:** "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME."

**NOTICE TO MAINE APPLICANTS:** "IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS."

**NOTICE TO NEW JERSEY APPLICANTS:** "ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES."

**NOTICE TO LOUISIANA AND NEW MEXICO APPLICANTS:** "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES."

**NOTICE TO NEW YORK APPLICANTS:** "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIMS CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION."

**NOTICE TO OHIO APPLICANTS:** "ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIMS CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD."

**NOTICE TO PENNSYLVANIA APPLICANTS:** "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES."

**NOTICE TO VIRGINIA APPLICANTS:** " IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS."

\_\_\_\_\_ By Applicant  
\_\_\_\_\_ Title (President or CEO)  
\_\_\_\_\_ Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## ENTITY COVERAGE EXCLUSION ENDORSEMENT

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### FIDUCIARY LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that:

1. Section III., Definitions, L. is deleted and amended to read in its entirety as follows:
  - L. **Insured(s)** means the **Insured Individuals**, any **Plan**, and any other person or entity in the capacity of **Fiduciary** or **Administrator** of a **Plan** which is scheduled by written endorsement attached hereto.
2. The Insurer shall not be liable for **Loss** arising from any **Claim** made against the **Policyholder** and the Insurer shall not be liable for any **Wrongful Act** or with respect to Insuring Agreement B., acts, errors or omissions that give rise to a **Voluntary Compliance Program Loss** actually or allegedly committed by the **Policyholder**.

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## CONTINUITY ENDORSEMENT

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### FIDUCIARY LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section VIII. B., Representations and Severability With Respect to the Application is deleted and amended to read in its entirety as follows:

In granting coverage to any one of the **Insureds**, the Insurer has relied upon the statements made in the written Application for this Policy and all information provided to the Insurer and upon the statements in the original written application submitted as of the Continuity Date, if any, set forth in Item 7. in the Declarations. All such statements are the basis of this Policy and shall be incorporated in and constitute part of this Policy.

In order to determine if coverage is available, no declaration or statement in the **Application** or knowledge possessed by any **Insured** shall be imputed to any other **Insured**. Such written **Application(s)** for coverage shall be construed as a separate Application for coverage by each **Insured**.

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## **PENDING AND PRIOR CLAIMS EXCLUSION (FOR INCREASED LIMITS)**

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

#### **FIDUCIARY LIABILITY INSURANCE POLICY**

In consideration of the premium charged, it is agreed that:

1. Section IV., Exclusions, A. 2. of this Policy is deleted and amended to read in its entirety as follows:
  - "2. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving:
    - (a) any demand, suit or other proceeding pending, or order, decree or judgment entered, against any **Insured** on or prior to *<Prior and Pending Date>*, or any **Wrongful Act**, fact, circumstance or situation underlying or alleged therein; or
    - (b) any other **Wrongful Act** whenever occurring, which together with a **Wrongful Act** described in (a) above, constitute **Interrelated Wrongful Acts**; "
2. Notwithstanding paragraph 1. above, with respect to the limit of liability *<dollar amount>* excess of *<dollar amount2>* of this Policy, the Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving:
  - (a) any demand, suit or other proceeding pending, or order, decree or judgment entered, against any **Insured** on or prior to *<date2>*, or any **Wrongful Act**, fact, circumstance or situation underlying or alleged therein;
  - (b) any other **Wrongful Act** whenever occurring, which together with a **Wrongful Act** described in (a) above, constitute **Interrelated Wrongful Acts**.

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date



Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## **RUN-OFF ENDORSEMENT**

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

#### **FIDUCIARY LIABILITY INSURANCE POLICY**

In consideration of *<insert "an additional" or "a return">* premium of *<\$dollars>*, it is agreed that:

1. The Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** for any **Wrongful Act** or with respect to Insuring Agreement B., acts, errors or omissions that give rise to a **Voluntary Compliance Program Loss** actually or allegedly committed on or after *<date>*.
2. Item 2. of the Declarations is deleted and amended to read in its entirety as follows:  
  
Item 2. **Policy Period:**  
  
From 12:01 AM (Local time at the address stated in Item 1.) on           *<keep original date>*            
To 12:01 AM (Local time at the address stated in Item 1.) on \_\_\_\_\_
3. Section II. C., Section VIII. A.2. of this Policy and Item 5. of the Declarations are deleted in their entirety.
4. All references in this Policy to Extended Reporting Period are hereby deleted.
5. Section VIII. C., Cancellation/Nonrenewal, subparagraphs 1. and 4. of this Policy are hereby deleted in their entirety. The premium for this Policy shall be deemed fully earned as of the inception of the **Policy Period** listed in Item 2. of the Declarations.

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## AMEND ACQUISITION PROVISIONS ENDORSEMENT

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### FIDUCIARY LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section VIII. A. 1. (a) of this Policy is deleted and amended to read in its entirety as follows:

#### VIII. GENERAL CONDITIONS

##### A. Transactions That Impact Coverage

##### 1. Acquisition or Creation of Another Organization

(a) If, after the effective date of this Policy, the **Policyholder**:

- (i) creates or acquires an entity,
- (ii) merges with another entity such that the **Policyholder** is the surviving entity, or
- (iii) assumes voting rights representing the present right to vote for election or to appoint more than fifty (50) percent of the directors or trustees of an entity,

then such entity and any subsidiaries shall be deemed to be a **Subsidiary**, only if the total assets of such entity's pension and welfare plans do not exceed **<INSERT PERCENT>** percent of the total consolidated assets of the existing **Plans** of the **Policyholder** as of the date immediately prior to such creation, merger, acquisition or assumption; or

Notwithstanding the above, if the total assets of such entity's pension and welfare plans exceed **<INSERT PERCENT>** percent of the total consolidated assets of the existing **Plans** of the **Policyholder** as of the date immediately prior to such creation, merger, acquisition or assumption, this Policy shall provide insurance for such entities and any subsidiaries and their directors, officers, trustees, or employees for a period of ninety (90) days after the effective date of such creation, merger, acquisition or assumption. At its sole option and upon submission of any and all information as it may require, the Insurer may, upon payment of any additional premium or modification of the provisions of this Policy that may be warranted, extend the insurance otherwise afforded through this Subsection.

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## HIPAA ENDORSEMENT

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### FIDUCIARY LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that:

1. Solely with respect to **Claims** for **HIPAA Wrongful Acts**, Section III. Definitions D. 1.(c) of this Policy is deleted and the term **Claim** shall not include any criminal proceeding against an **Insured**.
2. The term **Loss**, as defined in Section III. Definitions of this Policy is amended to include civil penalties up to \$25,000 in the aggregate for any and all **HIPAA Wrongful Acts** and all **Claims** resulting therefrom.
3. The term **Wrongful Act** as defined in Section III. Definitions of this Policy is amended to include **HIPAA Wrongful Acts**.
4. For the purposes of this Policy the term **HIPAA Wrongful Acts** means:
  - (a) with respect to a **Fiduciary**, a **Plan** or the **Policyholder**: a breach of a fiduciary duty in the discharge of duties as respects any **Plan** that is a welfare benefit plan; or
  - (b) with respect to an **Administrator**: any negligent act, error or omission in the performance of his or her administrative duties as defined in Subsection III. B. of this Policy;in violation of the privacy provisions of the Health Insurance Portability and Accountability Act (HIPAA).
5. The Insurer shall not pay **Loss** for costs and expenses incurred or to be incurred to comply with an order, judgment or award of injunctive or equitable relief of any kind, or that portion of a settlement encompassing injunctive or other equitable relief arising from a **Claim** for a **HIPAA Wrongful Act**, including but not limited to actual or anticipated costs and expenses associated with or arising from an **Insured's** obligation to comply with HIPAA.

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## NOTICE OF CLAIM ENDORSEMENT

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### FIDUCIARY LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that:

1. Section I. Insuring Agreement A. is deleted and amended to read in its entirety as follows:
  - A. The Insurer shall pay in connection with a **Wrongful Act** which takes place before or during the **Policy Period** all **Loss** arising (except from **Voluntary Compliance Program Loss**) from a **Claim** first made against the **Insureds** during the **Policy Period** or Extended Reporting Period, if applicable, and reported in writing to the Insurer as soon as practicable after the **Policyholder's Executive Officers** first becomes aware of such **Claim**, but in no event later than sixty (60) days after the expiration of the **Policy Period** or Extended Reporting Period, if applicable.
2. For the purposes of this Endorsement the term **Executive Officer(s)** means any one or more natural persons who are a past, present or future chairperson of the board of directors, president, chief executive officer, chief operating officer, chief financial officer, in-house general counsel, or risk manager of the **Policyholder** or a **Plan**.

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## **AMEND EXCLUSIONS ENDORSEMENT**

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

#### **FIDUCIARY LIABILITY INSURANCE POLICY**

In consideration of the premium charged, it is agreed that Section IV. of A. 4. of this Policy is deleted and amended to read in its entirety as follows:

4. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving:
- (a) the gaining of any profit, remuneration, or advantage to which the **Insured** was not legally entitled; or
  - (b) any criminal or deliberately fraudulent act, error or omission by an **Insured**;
- if evidenced by any judgment, final adjudication or alternate dispute resolution proceeding;

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## **REPRESENTATIONS AND SEVERABILITY WITH RESPECT TO APPLICATION (AMENDED) ENDORSEMENT**

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

#### **FIDUCIARY LIABILITY INSURANCE POLICY**

In consideration of the premium charged, it is agreed that Section VIII. B. of this Policy is deleted and amended to read in its entirety as follows:

B. Representations and Severability with Respect to Application

In granting coverage to any one of the **Insureds**, the Insurer has relied upon the statements made in the written Application for this Policy and all information provided to the Insurer and upon the statements in the original written application submitted to another insurer with respect to prior coverage incepting as of the Continuity Date, if any, set forth in Item 7. in the Declarations. All such statements are the basis of this Policy and shall be incorporated in and constitute part of this Policy.

In order to determine if coverage is available, no declaration or statement in the Application or knowledge possessed by any **Insured** shall be imputed to any other **Insured**. Such written Application(s) for coverage shall be construed as a separate Application for coverage by each **Insured**.

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## SEPARATE RETENTION FOR SECURITIES CLAIMS ENDORSEMENT

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### FIDUCIARY LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that notwithstanding anything in this Policy to the contrary it is agreed that with respect to **Claims** based upon, arising from, or attributable to any **Wrongful Acts** involving the securities of the **Policyholder** or any **Claims** involving securities of the **Policyholder**, including but not limited to, any restatements of the **Policyholder's** financial statements or failure to disclose any material information which has a negative impact on the value of the securities of the **Policyholder**, the Insurer shall only be liable for that part of **Loss** that is in excess of \$<dollar amount> which amount shall be the retention for such **Claim** and shall be uninsured and borne by the **Insureds** at their own expense.

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## **NO RETENTION FOR NON-INDEMNIFIABLE CLAIMS ENDORSEMENT**

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

#### **FIDUCIARY LIABILITY INSURANCE POLICY**

In consideration of the premium charged, it is agreed that no retention shall apply with respect to a **Claim(s)** made against an **Insured Individual(s)** for which:

1. the **Policyholder** or **Plan** is not permitted by law to indemnify such **Insured Individual(s)**; or
2. the **Policyholder** or **Plan** is permitted or required by law to indemnify such **Insured Individual(s)**, but does not do so solely by reason of **Financial Impairment**.

Notwithstanding anything to the contrary in this Policy, for purposes of determining the applicable Retention, indemnification of **Insured Individuals** by the **Policyholder** or **Plan** shall be presumed to be required or permissible whenever indemnification is legally permissible under the broadest applicable laws, regardless of whether the **Policyholder** or **Plan** has agreed in its by-laws or otherwise to provide such indemnification, unless such indemnification cannot be provided solely for the reason of **Financial Impairment**.

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date



Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## ORDER OF PAYMENTS ENDORSEMENT

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

### FIDUCIARY LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that:

In the event of **Loss** arising from a covered **Claim** for which payment is due under the provisions of this Policy, then the Insurer shall in all events:

- (a) first, pay **Loss** for which coverage is provided under this Policy for any **Insured Individual**; and
- (b) then, only after payment of **Loss** has been made pursuant to paragraph (a) above, with respect to whatever remaining amount of the Limit of Liability is available after such payment, shall payment for any **Plan** be made for such other **Loss** for which coverage is provided under this Policy; and
- (c) then, only after payment of **Loss** has been made pursuant to paragraphs (a) and (b) above, with respect to whatever remaining amount of the Limit of Liability is available after such payment, shall payment for the **Policyholder** be made for such other **Loss** for which coverage is provided under this Policy.

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions, limitations and provisions of this Policy shall remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## **ESOP RETENTION ENDORSEMENT**

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

#### **FIDUCIARY LIABILITY INSURANCE POLICY**

In consideration of the premium charged, notwithstanding anything in this Policy to the contrary it is agreed that with respect to **Claims** based upon, arising from, or attributable to any **Wrongful Acts** as respects the *<name of ESOP>* or any **Claims** involving *<name of ESOP>* the Insurer shall only be liable for that part of **Loss** that is in excess of \$*<dollar amount>*.

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## AMEND EXTENDED REPORTING PERIOD ENDORSEMENT

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### FIDUCIARY LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section II. C., Extended Reporting Period, of this Policy is deleted and amended to read in its entirety as follows:

C. Extended Reporting Period

If the Insurer chooses not to renew or the **Parent Company** cancels or chooses not to renew this Policy, the **Policyholder** or the **Insured Individuals** shall have the right, upon payment of the additional premium required by the Insurer in Item 5(A) in the Declarations, to a one (1) year Extended Reporting Period following the termination of the **Policy Period**, but only with respect to:

1. **Wrongful Acts** occurring prior to the effective date of such cancellation or nonrenewal with respect to the coverage afforded under Insuring Agreement A.; and
2. acts, errors or omissions that give rise to a **Voluntary Compliance Program Loss** (hereinafter such acts, errors or omissions a "**VC Loss Event**") occurring prior to the effective date of such cancellation or nonrenewal with respect to the coverage afforded under Insuring Agreement B.

The right to purchase the Extended Reporting Period shall not be available in the event of nonrenewal or cancellation of this Policy resulting from the failure to pay any premium due. The offer of renewal terms, conditions or premiums different from those in effect prior to renewal shall not constitute a refusal to renew.

This right to elect any Extended Reporting Period shall lapse unless written notice of the election, together with payment of the additional premium due, is given by the **Policyholder** or **Insured Individual** and is received by the Insurer within sixty (60) days following the effective date of cancellation or nonrenewal as appropriate. Coverage under the Extended Reporting Period shall apply only to a **Claim** that is first made against the **Policyholder** or **Insured Individual** during the Extended Reporting Period, and any **Claim** made during the Extended Reporting Period shall be deemed to have been made during the immediately preceding **Policy Period**. The Limit of Liability applicable to the Extended Reporting Period shall be part of, and not in addition to, the Limit of Liability for the immediately preceding **Policy Period**.

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## AMEND SETTLEMENT CLAUSE ENDORSEMENT

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### FIDUCIARY LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section V. C. of this Policy is deleted and amended to read in its entirety as follows:

C. Defense and Settlement

The Insurer shall have both the right and the duty to defend and appoint counsel with respect to any **Claim** (except **Voluntary Compliance Program Notice**) made against the **Insureds** alleging a **Wrongful Act**, even if such **Claim** is groundless, false or fraudulent. The **Insureds** shall have the right, at their own expense, to associate with the Insurer in the defense of any **Claim**, including but not limited to negotiating a settlement. However, the Insurer shall not be obligated to defend any such **Claim** after the Limit of Liability set forth in Item 3.(A) in the Declarations has been exhausted or after the rejection of a settlement offer as described below.

The **Insureds** shall not settle any **Claim**, incur any **Defense Costs** or **Voluntary Compliance Program Defense Costs**, admit or assume any liability, stipulate to any judgment, or otherwise assume any contractual obligation, without the Insurer's prior written consent, which shall not be unreasonably withheld. The Insurer shall not be liable for any settlement (including **Voluntary Compliance Program Loss**), **Defense Costs**, **Voluntary Compliance Program Defense Costs**, assumed obligation (including **Voluntary Compliance Program Loss**), admission or stipulated judgment to which it has not consented or for which the **Insureds** are not legally obligated. The **Insureds** will provide the Insurer with all information, assistance and cooperation that the Insurer reasonably requests. The **Insureds** shall not knowingly take any action which increases the Insurer's exposure for **Loss** under this Policy. Notwithstanding the foregoing, the Insurer's consent shall not be required with respect to any **Claim** (except a **Voluntary Compliance Program Notice**), if the total **Loss** (inclusive of **Defense Costs**) arising from such **Claim** is less than fifty (50) percent of the applicable Retention set forth in Item 4. in the Declarations.

If the Insurer recommends a settlement within the Policy's applicable Limit of Liability which is acceptable to the claimant and the **Insureds** unreasonably refuse to consent, then the Insurer's liability for all **Loss** on account of such **Claim** shall not exceed the amount for which the Insurer could have settled such **Claim**, plus an additional seventy (70) percent of such amount, plus **Defense Costs** up to the date the **Insureds** refused to settle such **Claim**. However, in no event shall the Insurer's liability exceed the Limit of Liability set forth in Item 3.(A) in the Declarations.

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## TERRITORY ENDORSEMENT

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

### FIDUCIARY LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that:

1. Section III. Definitions G. of this Policy is deleted and amended to read in its entirety as follows:

G. **ERISA** means the Employee Retirement Income Security Act of 1974 (including amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985), and any amendment or revision thereto, or any similar common or statutory law of the United States, or any state thereof to which a **Plan** is subject. **ERISA** shall not include any law concerning worker's compensation, unemployment insurance, social security, government mandated disability benefits or similar law.

2. Section III., Definitions, K. 2. (d) of this Policy is deleted.

3. Section VIII. E. of this Policy is deleted and amended to read in its entirety as follows:

E. Territory

This Policy shall only apply to **Claims** brought in the United States of America and only for **Wrongful Acts** actually or allegedly occurring in the United States of America.

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## **INCREASED LIMIT ENDORSEMENT AND PENDING AND PRIOR CLAIMS EXCLUSION (FOR INCREASED LIMITS)**

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

#### **FIDUCIARY LIABILITY INSURANCE POLICY**

In consideration of the premium charged it is agreed that:

1. Solely with respect to **Claims** made on or after the effective date of this endorsement, Item 3. Limits of Liability is deleted and amended to read in its entirety as follows:
  - (A) Maximum aggregate Limit of Liability for all **Loss** for all **Claim(s)** during the **Policy Period** \$\_\_\_\_\_
  - (B) Maximum aggregate Sublimit of Liability for all **Voluntary Compliance Program Loss** for all **Claim(s)** during the **Policy Period** \$\_\_\_\_\_
2. Section IV., Exclusions, A. 2. of this Policy is deleted and amended to read in its entirety as follows:
  - "2. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving:
    - (a) any demand, suit or other proceeding pending, or order, decree or judgment entered, against any **Insured** on or prior to *<Prior and Pending Date>*, or any **Wrongful Act**, fact, circumstance or situation underlying or alleged therein; or
    - (b) any other **Wrongful Act** whenever occurring, which together with a **Wrongful Act** described in (a) above, constitute **Interrelated Wrongful Acts**;"
3. Notwithstanding paragraph 1. above, with respect to the limit of liability *<dollar amount>* excess of *<dollar amount2>* of this Policy, the Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving:
  - (a) any demand, suit or other proceeding pending, or order, decree or judgment entered, against any **Insured** on or prior to *<date2>*, or any **Wrongful Act**, fact, circumstance or situation underlying or alleged therein;
  - (b) any other **Wrongful Act** whenever occurring, which together with a **Wrongful Act** described in (a) above, constitute **Interrelated Wrongful Acts**.

All other provisions remain unchanged.

---

Authorized Representative

---

Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## **AMEND DEFINITION OF PLAN ENDORSEMENT**

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

#### **FIDUCIARY LIABILITY INSURANCE POLICY**

In consideration of the premium charged, it is agreed that the term "**Plan(s)**," as defined in Section III., Definitions, of this Policy, is amended to include:

*<specify plans>*

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date



Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## **AMEND DEFINITION OF "POLICYHOLDER" ENDORSEMENT**

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

#### **<TITLE OF POLICY>**

In consideration of the premium charged, the term **Policyholder**, as defined in Section III. Definitions of the Policy, is amended to include:

*<name of entity(ies)>*

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## ENTITY SUB-LIMIT OF LIABILITY ENDORSEMENT

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### <TITLE OF POLICY>

In consideration of the premium charged, solely with respect to **Claims** against the **Policyholder** the Insurer's maximum aggregate limit of liability under this Policy shall be *<dollar sub-limit amount>*, which amount shall be part of and not in addition to the Insurer's maximum aggregate limit of liability set forth in Item 3. of the Declarations of this Policy.

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

**PENDING AND PRIOR CLAIMS EXCLUSION - ENTITY (FOR INCREASED LIMITS)**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**<TITLE OF POLICY>**

In consideration of the premium charged, with respect to the limit of liability *<limit>* excess of *<limit>* of this Policy, the Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Policyholder** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any demand, suit or other proceeding pending, or order, decree or judgment entered, against any **Insured** on or prior to *<date>*, or any **Wrongful Act**, fact, circumstance or situation underlying or alleged therein.

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## PROFESSIONAL ERRORS AND OMISSIONS EXCLUSION

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### <TITLE OF POLICY>

In consideration of the premium charged, it is agreed that:

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured** alleging, arising out of, based upon or attributable to the **Policyholder's** or any **Insured's** performance of or failure to perform professional services, legal services or medical services for others, or any act, error or omission relating thereto. This exclusion applies regardless of whether such services are performed on a compensated or uncompensated basis.

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## ENTITY RETENTION ENDORSEMENT

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### <TITLE OF POLICY>

In consideration of the premium charged:

1. Solely with respect to **Claims** against the **Policyholder** the Insurer shall only be liable for that part of **Loss** arising from a **Claim** which is excess of *<amount>*, such amount to be uninsured and borne by the **Policyholder** at its own risk.
2. The amount set forth in paragraph 1. above shall be deemed to be the amount set forth in Item 4. of the Declarations with respect to **Claims** against the **Policyholder**.

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## **SPECIFIC LITIGATION EXCLUSION**

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

#### **<TITLE OF POLICY>**

In consideration of the premium charged, it is agreed that the Insurer shall not be liable for any **Claim** or notice of circumstances provided to the Insurer pursuant to Section VI., Awareness Provision, which is based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving the following, including any **Wrongful Act**, fact, circumstance or situation underlying or alleged therein:

*<list litigation>*

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## **TIE IN LIMITS ENDORSEMENT**

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

#### **<TITLE OF POLICY>**

In consideration of the premium charged, the **Insureds** and the Insurer hereby agree that this Policy has been issued in conjunction with *<name of other policy(ies) and policy number(s)>* (the "Other Policy(ies)") with the intention that this Policy and all the Other Policy(ies) would share a single aggregate limit of liability. Accordingly, any payments by the Insurer under this Policy shall reduce, and possibly exhaust, the limit of liability available for the payment of claims under the Other Policy(ies).

Similarly, any payments by the Insurer or an affiliate thereof under the Other Policy(ies) shall reduce and possibly exhaust the limit of liability available for the payment of **Claims** under this Policy.

In all events, the Insurer's maximum limit of liability under this Policy is *<enter limit of liability for this Policy>*. Additionally, when the sum total of **Claims** paid under this Policy and claims under the Other Policy(ies), equals *<enter the largest limit of liability of the tied policies>*, then the Insurer's obligations under this Policy as well as all of the Other Policy(ies) shall be completed fulfilled and extinguished.

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## **FAMILY CLAIMS EXCLUSION**

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

#### **<TITLE OF POLICY>**

In consideration of the premium charged, it is agreed that the Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** by or on behalf of or in the name or right of:

1. *<specify person>*;
2. any person related to *<specify person>* through the 5<sup>th</sup> degree of consanguinity;
3. any spouse of any individual listed in paragraphs 1. or 2. above;
4. any heir, agent, trustee, assignee, representative, estate, or other legal representative of any individual listed in 1., 2., or 3. above; or
5. any corporation, limited liability company, limited partnership, partnership, or other entity in which any individual or entity named in 1., 2., 3., or 4. above has more than a five (5) percent equity interest.

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date



Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

**AMEND ITEM 1. OF THE DECLARATIONS ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**<TITLE OF POLICY>**

In consideration of the premium charged, it is agreed that address listed in Item 1. of the Declarations is deleted and amended to read in its entirety as follows:

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## **SPECIFIC ENTITY EXCLUSION**

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

#### **<TITLE OF POLICY>**

In consideration of the premium charged, it is agreed that the Insurer shall not be liable for **Loss** arising from:

1. Any **Claim** made against any **Insured** brought by or on behalf of or in the name or right of  
<specify entity>; or
2. Any portion of a **Claim** made against <specify entity>.

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

**AMEND ITEM 1. OF THE DECLARATIONS ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**<TITLE OF POLICY>**

In consideration of the premium charged, it is agreed that Item 1. of the Declarations is deleted and amended to read in its entirety as follows:

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## **AMEND ITEM 2. OF THE DECLARATIONS ENDORSEMENT**

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

#### **<TITLE OF POLICY>**

In consideration of a *<insert "return" or "additional">* return premium of \$*<premium amount>*, it is agreed that, Item 2. of the Declarations is deleted and amended to read in its entirety as follows:

#### **Item 2. Policy Period:**

From 12:01 AM (Local time at the address stated in Item 1.) on *<date>*

To 12:01 AM (Local time at the address stated in Item 1.) on *<expiration date>*

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## PRODUCT EXCLUSION

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### <TITLE OF POLICY>

In consideration of the premium charged, it is agreed that the Insurer shall not be liable for **Loss** from any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving:

1. The manufacture, sale, distribution, supply, handling, installation, alteration, improvement, modification, maintenance, repair, disposal or of any goods, products, materials, parts or equipment, or any container thereof, by the **Insured**, by others on behalf of the **Insured**, by others for whom the **Insured** is legally responsible, by others trading under the **Insured's** name or by others under lease, license or other grant from the **Insured**;
2. The express or implied warranties or representations made by the **Insured** at any time regarding fitness, quality, durability, merchantability or performance of any goods, products, materials, parts, equipment or any container thereof;
3. The providing of or failure to provide adequate warnings or instructions with respect to any goods, products, materials, parts or equipment, or any container thereof; or
4. The actual or alleged malfunction of any product to perform in any manner as a result of any defect, deficiency or inadequacy in the design or manufacture of any goods, products, materials, parts or equipment, or any container thereof, by the **Insured**, by others on behalf of the **Insured**, by others for whom the **Insured** is legally responsible, by others trading under the **Insured's** name or by others under lease, license or other grant from the **Insured**.

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## **AMEND DEFINITION OF INSURED INDIVIDUAL**

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

#### **<TITLE OF POLICY>**

In consideration of the premium charged, it is agreed that the term **Insured Individual**, as defined in the Policy, is amended to include *<name of person>* in their capacity as *<title, capacity or position>* of the **Policyholder**.

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## **AMEND DEFINITION OF PLAN ENDORSEMENT**

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**<TITLE OF POLICY>**

In consideration of the premium charged, it is agreed that the term **Plan**, as defined in Section III., Definitions, of this Policy, is amended to include the following **ESOP**:

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## NON-STACKING OF LIMITS ENDORSEMENT

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### <TITLE OF POLICY>

In consideration of the premium charged, it is agreed that as respects any **Claim** under this Policy for which coverage is also provided by one (1) or more other policies issued by the **Insurer**, an affiliate thereof, or by any other member of what is commonly referred to as the "Axis Group of Insurance Companies", or if coverage would be provided but for the exhaustion of the limit of liability or the applicability of the retention amount or retention of such policies (any such policy an "Axis Insurance Policy"), the limit of liability provided by virtue of this Policy shall be reduced by the limit of liability provided under other said Axis Insurance Policy.

Notwithstanding the above, in the event such other Axis Insurance Policy has a provision like this one, then the above paragraph will not apply but instead:

- 1) the **Insurer** shall not be liable under this Policy for a greater proportion of the loss than the applicable limit of liability under this Policy bears to the total limit of liability of all such policies, and
- 2) the maximum amount payable under all such policies shall not exceed the limit of liability of the policy which has the highest available limit of liability.

Nothing contained in this endorsement shall be construed to increase the limit of liability of this Policy, which shall in all events be the maximum liability of the **Insurer** under this Policy.

All other terms remained unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date



Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## **CORRECT DECLARATIONS PAGE ENDORSEMENT**

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

#### **<TITLE OF POLICY>**

In consideration of the premium charged, it is agreed that Item <NUMBER> of the Declarations is deleted and amended to read in its entirety as follows:

*<RESTATE THE ENTIRE ITEM OF THE DECLARATIONS THAT IS BEING REPLACED, INCLUDE EVERYTHING FROM "ITEM # TO THE END OF THE SECTION">*

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## MEDICAL SERVICES EXCLUSION

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### <TITLE OF POLICY>

In consideration of the premium charged, it is agreed that the **Insurer** shall not be liable for loss arising from any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving the rendering or failure to render professional services in connection with the **Insured's** business as a provider of medical services or medical related services, which professional services include but are not limited to:

- 1) Providing medical, surgical, dental, psychiatric or nursing treatment, care, diagnosis or services, including the furnishing of food or beverage in connection therewith;
- 2) Furnishing or dispensing drugs or medical, dental or surgical supplies or appliances, if the injury occurs after the **Insured** has relinquished possession thereof to others;
- 3) Handling, arranging or performing post mortem examinations on human bodies;
- 4) Providing veterinary services;
- 5) Providing services as a member of or participant in a formal medical accreditation or similar medical professional board or committee of an **Insured**, a hospital or a professional society;
- 6) Providing services as a member of or participating in a formal medical peer review committee, board or similar medical peer review group of an **Insured**, hospital or professional society; or
- 7) Offering of any advice by the **Insured** in connection with any of the above.

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## INSURANCE EXCLUSION

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### <TITLE OF POLICY>

In consideration of the premium charged, it is agreed that the Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving the failure of an **Insured** to obtain, effect or maintain insurance or to comply with the terms of any insurance agreement.

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## MANUSCRIPT APPLICATION ENDORSEMENT

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### <TITLE OF POLICY>

In consideration of the premium charged, it is agreed by the Insurer and **Insureds** that the application or proposal dated <date> and submitted to <other carrier's name > on <other carriers >'s form shall be accepted by the Insurer as the Application for this Policy.

Any and all references to an Application or application in this Policy shall mean the application or proposal described above. The Insurer has relied upon all statements, warranties and other information and documents contained in or submitted with such other application or proposal as if they were submitted directly to Insurer using its own Application form.

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## **POLICY PERIOD EXTENSION ENDORSEMENT**

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

#### **<TITLE OF POLICY>**

In consideration of an additional premium of *<\$dollar amount>*, it is agreed that Item 2. **Policy Period** of the Declarations is deleted and amended to read in its entirety as follows:

Item 2. **Policy Period:**

From 12:01 AM (Local time at the address stated in Item 1.) on *<keep original date>*

To 12:01 AM (Local time at the address stated in Item 1.) on *<new expiration date>*

It is further understood and agreed that the Limits of Liability for the **Policy Period** set forth above shall remain unchanged and that this extension of the **Policy Period** shall not operate in any way to increase the Limits of Liability as stated in Item 3. of the Declarations.

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## **SPECIFIC INDIVIDUAL EXCLUSION**

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

#### **<TITLE OF POLICY>**

In consideration of the premium charged, it is agreed that the Insurer shall not be liable for **Loss** arising from:

1. Any **Claim** made against any **Insured** brought by or on behalf of or in the name or right of *<specific individual>*; or
2. Any portion of a **Claim** made against, *<specific individual>*.

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## EXTENDED REPORTING PERIOD ENDORSEMENT

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### <TITLE OF POLICY>

In consideration of an additional premium of \$<ERP premium amount> charged, it is agreed that the **Insureds** have elected the <number of years> year Extended Reporting Period described in Section II. of the Policy.

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## INSURANCE EXCLUSION

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### <TITLE OF POLICY>

In consideration of the premium charged, it is agreed that:

1. Whenever used in this endorsement the term "Insurance Contract" shall mean any policy or agreement of insurance, reinsurance or indemnity, including, but not limited to, bonds, annuities, endowments, pension contracts and risk management self-insurance programs, pools or similar programs.
2. The Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any of the **Insureds** based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:
  - a. the actual or alleged refusal to offer, issue or renew, or the cancellation of, any Insurance Contract;
  - b. the actual or alleged failure or refusal to pay, or delay in the payment of, benefits due or alleged to have been due under any Insurance Contract;
  - c. the actual or alleged lack of good faith or unfair dealing in the handling of any claim or obligation under any Insurance Contract, or the brokering or underwriting of insurance policies or risks;
  - d. the actual or alleged conduct of the **Policyholder** or of any of the **Insured Individuals** as an insurance agent or insurance broker or insurance company in the negotiation, placement or maintenance of any Insurance Contract;
  - e. the failure to obtain, effect or maintain reinsurance or to comply with the terms of any reinsurance agreement;
  - f. the failure to obtain, effect or maintain insurance or to comply with the terms of any insurance agreement;
  - g. the rendering of professional services for others in the **Policyholder's** capacity as investment counselor, manager or advisor, investment banker, securities broker or dealer, financial planner or analyst, insurance agent or broker, general partner, limited partner or partnership unit distributor, or any similar capacity;
  - h. the sponsorship, ownership, control, management or operation of any investment company required to be registered with the United States Securities and Exchange Commission by the Investment Company Act of 1940;
  - i. the offering or sale of shares of any unit investment trust or management investment company or of variable annuity plans; or



- j. any diminution of assets in connection with the activities described in subparagraphs (2)(h) and (2)(i).

All other provisions remain unchanged.

---

Authorized Representative

---

Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## **AMEND DEFINITION OF SUBSIDIARY ENDORSEMENT**

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

#### **<TITLE OF POLICY>**

In consideration of the premium charged, the term **Subsidiary**, as defined in Section III. Definitions of the Policy, is amended to include:

*<name of entity(ies)>*

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## **PRIOR ACTS EXCLUSION**

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**<TITLE OF POLICY>**

In consideration of the premium charged, it is agreed that, the Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any **Wrongful Act** actually or allegedly occurring before **<DATE>** (hereinafter "Prior Acts") or any **Wrongful Act** whenever occurring, which together with any Prior Acts constitutes **Interrelated Wrongful Acts**.

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## SECURITIES EXCLUSION

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### <TITLE OF POLICY>

In consideration of the premium charged, it is agreed that the Insurer shall not be liable for any **Loss** for any **Claim** based upon, arising out of, directly or indirectly resulting from in consequence of, or in any way involving any actual or alleged violation of:

- a. the Securities Act of 1933, the Securities Exchange Act of 1934, or any rules or regulations of the U.S. Securities and Exchange Commission promulgated thereunder;
- b. any federal, state ("blue sky"), local or provincial statute relating to securities, or any rules or regulations promulgated thereunder; or
- c. any local or common law imposing liability in connection with the purchase and sale of, or the offer to purchase or sell, securities.

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## **SCHEDULED ADMINISTRATOR**

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

#### **<TITLE OF POLICY>**

In consideration of the premium charged, it is agreed that solely with respect to the **Policyholder's Plans** the term **Administrator**, as defined in Section III., Definitions, of this Policy, is amended to include *<specify entity>* but only with respect to **Wrongful Acts** in connection with such **Plans**.

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## **PRIOR AND PENDING CLAIMS ENDORSEMENT**

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

#### **<TITLE OF POLICY>**

In consideration of the premium charged, it is agreed that notwithstanding anything in the Policy to the contrary the Insurer shall not be liable for **Loss** arising from any **Claim** made against:

*<list entity **Insureds** to which this exclusion applies>*

or any **Insured Individual** thereof based upon, arising out of, directly or indirectly resulting from, in consequence or in any way involving :

- (a) any demand, suit or other proceeding pending, or order, decree or judgment entered, against any **Insured** on or prior to the *<Date>*, or any **Wrongful Act**, fact, circumstance or situation underlying or alleged therein; or
- (b) any other **Wrongful Act** whenever occurring, which together with a **Wrongful Act** described in (a) above, constitute **Interrelated Wrongful Acts**.

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## **BROKER COMMISSION ENDORSEMENT**

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

#### **<TITLE OF POLICY>**

In consideration of the premium charged, it is agreed that the Declarations of this Policy is amended to include the following at the end thereof:

Commission: <percentage>%

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## **DELETE SPECIFIED ENDORSEMENT**

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

#### **<TITLE OF POLICY>**

In consideration of the premium charged, it is agreed that Endorsement No. *<number>* of the Policy is deleted.

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date



Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## **CREDITOR / DEBTOR EXCLUSION ENDORSEMENT**

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

#### **<TITLE OF POLICY>**

In consideration of the premium charged, it is agreed that there shall be no coverage under this Policy for any **Claim**:

1. brought or made by or behalf of or in the name or right of any creditor, debtor, lender, mortgage holder, debt holder, lien holder, receiver, bankruptcy trustee of the **Policyholder**; or
2. arising out of any liability (whether alleged or actual) to pay or collect accounts, including but not limited to claims alleging misrepresentation in connection with the extension of credit or purchase or a debt instrument, or alleging any deterioration in the value of the debt as a result or, in part or in whole, the bankruptcy or insolvency of the **Insured(s)**.

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## COMMISSION CONTRIBUTIONS ENDORSEMENT

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### <TITLE OF POLICY>

In consideration of the premium charged, it is agreed that the Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured** alleging, arising out of, based upon, or attributable to:

- (i) Payments, commissions, gratuities, benefits or any other favors to or for the benefit of any full or part-time domestic or foreign government or armed services officials, agents, representatives, employees or any members of their family or any entity with which they are affiliated; or
- (ii) Payments, commissions, gratuities, benefits or any other favors to or for the benefit of any full or part-time officials, directors, agents, partners, representatives, principal shareholders, or owners or employees, or "Affiliates" (as that term is defined in The Securities Exchange Act of 1934, including any officers, directors, agents, owner, partners, representatives, principal shareholders or employees of such Affiliates) of any customers of the company or any members of their family or any entity with which they are affiliated; or
- (iii) Political contributions, whether domestic or foreign.

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## PRE-APPROVED COUNSEL ENDORSEMENT

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### <TITLE OF POLICY>

In consideration of the premium charged, it is agreed that notwithstanding anything to the contrary in the Policy, but subject to the conditions set forth below, the **Insureds** will be permitted to use **<NAME OF FIRM>**, to represent them in defense of **Claims** under this Policy, subject to the notice provisions of the Policy. No coverage will be provided for any **Defense Costs** incurred under this Policy, including by the law firm named above, prior to the **Insured** providing notice of such **Claim** to the Insurer and the **Insured** obtaining the Insurer's consent to incur such costs. The foregoing permission, and the Insurer's obligation to pay **Defense Costs** to such counsel pursuant to this endorsement, is expressly conditioned on the Insurer's receipt from such counsel of a written consent, in form reasonably acceptable to the Insurer, to the following:

- a) Such counsel shall adhere in all respects to the Insurer's Litigation Management Program, Procedures for Reporting and Billing guidelines for counsel; and
- b) The Insurer shall pay such counsel a maximum rate of **\$<DOLLAR AMOUNT>** dollars per hour for work performed by a partner of the law firm mentioned above and a maximum rate of **\$<DOLLAR AMOUNT>** per hour for all work performed by any associates of such firm. Additionally, the maximum rate the Insurer will pay for services performed by a paralegal shall be **\$<DOLLAR AMOUNT>**.

The Insurer's consent to use the law firm listed above is limited to the following area of expertise or practice area:

#### <PRACTICE AREA>

Additionally, the Insurer's permission to use the law firm listed above shall be limited to the following geographic area:

#### <GEOGRAPHIC AREA>

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## AMEND DEFINITION OF SUBSIDIARY ENDORSEMENT

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### <TITLE OF POLICY>

In consideration of an additional premium of \$<dollar amount>, it is agreed that the term **Subsidiary** as defined in Section III of this Policy shall include the following entity(ies):

<b>Subsidiary</b>	Prior Acts Date
<name of entity>	<date>

The Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Subsidiary** listed above, or any **Insured Individual** thereof based upon, arising from, or attributable to any **Wrongful Act** actually or allegedly occurring before the applicable Prior Acts Date listed opposite such **Subsidiary's** name above (hereinafter "Prior Acts") or any **Wrongful Act** whenever occurring, which together with any Prior Acts constitutes **Interrelated Wrongful Acts**.

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## KNOWLEDGE EXCLUSION

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### <TITLE OF POLICY>

In consideration of the premium charged, it is agreed that this Policy does not apply for **Loss** from **Claims** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any fact, circumstance, situation, transaction, event of which, as of the inception date of the of the **Policy Period**, any **Insured** had knowledge and had reason to suppose might give rise to a **Claim** that would fall within the scope of the insurance afforded by this Policy.

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## KNOWLEDGE EXCLUSION

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### <POLICYFORM-NAME>

In consideration of the premium charged, it is agreed that this Policy does not apply to **Loss** from **Claims** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any fact, circumstance, situation, transaction, event of which, as of the inception date of the **Policy Period**, any **Insured** had knowledge and had reason to suppose might give rise to a **Claim** that would fall within the scope of the insurance afforded by this Policy.

If this Policy is a renewal or another policy issued to the **Insured** by the Insurer, the references in this Endorsement to the "inception date of the **Policy Period**" will be deemed to refer instead to the inception date under the first Policy under which the Insurer provided the **Insured** with coverage renewed by this Policy.

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## TRADE LAWS ENDORSEMENT

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### <POLICYFORM-NAME>

In consideration of the premium charged, it is agreed that payment of **Loss** under this Policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations. This Policy does not apply to the extent that economic or trade sanctions or other laws or regulations prohibit the coverage provided by this Policy, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## **INSURER NAME CHANGE ENDORSEMENT**

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

#### **<TITLE OF POLICY>**

Effective as of <DATE>, the name of the Insurer providing coverage under this Policy has changed from Fireman's Fund Insurance Company of Wisconsin to:

"AXIS Insurance Company"

All references to Fireman's Fund Insurance Company of Wisconsin are hereby replaced with "AXIS Insurance Company".

#### Home Office:

AXIS Insurance Company  
c/o AXIS U.S. Insurance  
303 West Madison, Suite 500  
Chicago, IL 60606  
Ph: (312) 977-0700  
Fx: (312) 977-0401

#### Administrative Office:

AXIS Insurance Company  
c/o AXIS U.S. Insurance  
11680 Great Oaks Way, Suite 500  
Alpharetta, GA 30022  
Ph: (678) 746-9000  
Fx: (678) 746-9444

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date



Endorsement No. \_\_\_\_\_

Effective date of this endorsement: 12:01 a.m. on \_\_\_\_\_

To be attached to and form part of Policy Number: \_\_\_\_\_

Issued to: \_\_\_\_\_

By: \_\_\_\_\_

## **CERTIFIED ACTS OF TERRORISM EXCLUSION**

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

#### **<TITLE OF POLICY>**

In consideration of the premium charged, it is agreed that:

1. The Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving a "Certified Act of Terrorism" regardless of any other cause or event, that contributes concurrently or in any sequence to the loss, even if such other event would otherwise be covered.
2. For the purposes of this endorsement "Certified Act of Terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The criteria contained in that Act for a "certified act of terrorism" include the following:
  - a. The act resulted in aggregate losses in excess of \$5 million; and
  - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. The terms and limitations of the exclusion contained in this endorsement, or the inapplicability or omission of a such exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Policy.

All other provisions remain unchanged.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

<i>SERFF Tracking Number:</i>	<i>PERR-125265799</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>AXIS Insurance Company</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-025982</i>
<i>Company Tracking Number:</i>	<i>AXIS-OL-FLP-AR-0701-F</i>		
<i>TOI:</i>	<i>17.1 Other Liability - Claims Made Only</i>	<i>Sub-TOI:</i>	<i>17.1022 Other</i>
<i>Product Name:</i>	<i>AXIS-OL-FLP-AR-0701-F</i>		
<i>Project Name/Number:</i>	<i>AXIS-OL-FLP-AR-0701-F/AXIS-OL-FLP-AR-0701-F</i>		

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: PERR-125265799 State: Arkansas  
Filing Company: AXIS Insurance Company State Tracking Number: AR-PC-07-025982  
Company Tracking Number: AXIS-OL-FLP-AR-0701-F  
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1022 Other  
Product Name: AXIS-OL-FLP-AR-0701-F  
Project Name/Number: AXIS-OL-FLP-AR-0701-F/AXIS-OL-FLP-AR-0701-F

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 09/10/2007

**Comments:**

**Attachments:**

2007 NAIC PCTD -F.pdf  
2007 NAIC FFS +.pdf

**Satisfied -Name:** Supporting Documentation **Review Status:** Approved 09/10/2007

**Comments:**

**Attachments:**

2007 FIS Fiduciary AIC Filing Expl Memo - Forms.pdf  
AXIS Authorization Letter.pdf

# Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">New Business</div> <div style="width: 40%;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">Renewal Business</div> <div style="width: 40%;"></div> </div> f. State Filing #: g. SERFF Filing #: h. Subject Codes
---	---


<b>3. Group Name</b>	<b>Group NAIC #</b>
AXIS Specialty Limited	3416

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
AXIS Insurance Company	IL	37273	39-1338397	

<b>5. Company Tracking Number</b>	<b>AXIS-OL-FLP-AR-0701-F</b>
-----------------------------------	------------------------------

**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Laura Jennette 881 Alma Real Dr. Suite 205 Pacific Palisades, CA 907272	State Filing Analyst	888.201.5123 X 109	310.230.8529	doi@perrknight.comx

7. Signature of authorized filer	
8. Please print name of authorized filer	Laura Jennette

**Filing information** (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	17.0 Other Liability-Occ/Claims Made
10. Sub-Type of Insurance (Sub-TOI)	17.0022 Other
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Fiduciary Liability Program
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: October 1, 2007      Renewal:
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	August 31, 2007
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	<b>AXIS-OL-FLP-AR-0701-F</b>
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<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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On behalf of AXIS Insurance Company (“the Company”), we are submitting independent forms for the Fiduciary Liability Program. While this filing is the initial submission of this program for AXIS Insurance Company, the program has been previously filed by AXIS Reinsurance Company.

The Fiduciary Liability Insurance Policy provides commercial liability coverage for directors, officers, trustees, employees and committee members as well as the insured organization, its subsidiaries and sponsored plans. The Fiduciary Liability Insurance Policy will be offered only to commercial insureds. Please see the enclosed Explanatory Memorandum for additional details.

We respectfully request that this filing be implemented on October 1, 2007.

<b>22.</b>	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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**Check #:** 100967

**Amount:** \$50.00

**Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.**

**\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

**FORM FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes forms)  
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>		<b>AXIS-OL-FLP-AR-0701-F</b>		
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)		<b>AXIS-OL-FLP-AR-0701-R</b>		
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>

01	Fiduciary Liability Insurance Policy	FL 0001 (Ed. 1005)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
02	Fiduciary Liability Insurance Policy Declarations	FL 0102 (Ed. 0707)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
03	Fiduciary Liability Insurance Policy Application	FL 0200 (Ed. 1005)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
04	Entity Coverage Exclusion Endorsement	FL 1001 (Ed. 0407)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
05	Continuity Endorsement	FL 1003 (Ed. 0407)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
06	Pending and Prior Claims Exclusion (For Increased Limits)	FL 1004 (Ed. 2/2003)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
07	Run-Off Endorsement	FL 1005 (Ed. 0407)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
08	Amend Acquisition Provisions Endorsement	FL 1006 (Ed. 0203)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
09	HIPAA Endorsement	FL 1007 (Ed. 0407)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
10	Notice of Claim Endorsement	FL 1008 (Ed. 0407)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
11	Amend Exclusion Endorsement	FL 1009 (Ed. 0606)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
12	Representations and Severability With Respect to Application (Amended) Endorsement	FL 1010 (Ed. 0606)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		

**FORM FILING SCHEDULE (Continued)**

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13	Separate Retention for Securities Claims Endorsement	FL 1011 (Ed. 0606)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
14	No Retention for Non-Indemnifiable Claims Endorsement	FL 1012 (Ed. 0806)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
15	Order of Payments Endorsement	FL 1013 (Ed. 0407)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
16	ESOP Retention Endorsement	FL 1014 (Ed. 0606)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
17	Amend Extended Reporting Period Endorsement	FL 1015 (Ed. 0407)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
18	Amend Settlement Clause Endorsement	FL 1016 (Ed. 0407)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
19	Territory Endorsement	FL 1017 (Ed. 0407)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
20	Increased Limit Endorsement and Pending and Prior Claims Exclusion (For Increased Limit)	FL 1018 (Ed. 0407)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
21	Amend Definition of Plan Endorsement	FL 1019 (Ed. 08/06)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
22	Amend Definition of "Policyholder" Endorsement	MU 1001 (Ed. 2/2003)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
23	Entity Sub-Limit of Liability Endorsement	MU 1002 (Ed. 2/2003)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
24	Pending and Prior Claims Exclusion – Entity (For Increased Limits)	MU 1003 (Ed. 2/2003)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
25	Professional Errors and Omissions Exclusion	MU 1009 (Ed. 05/06)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		

**FORM FILING SCHEDULE (Continued)**

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<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>

26	Entity Retention Endorsement	MU 1010 (Ed. 2/2003)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
27	Specific Litigation Exclusion	MU 1012 (Ed. 2/2003)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
28	Tie In Limits Endorsement	MU 1013 (Ed. 2/2003)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
29	Family Claims Exclusion	MU 1014 (Ed. 2/2003)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
30	Amend Item 1. of the Declarations Endorsement	MU 1016 (Ed. 2/2003)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
31	Specific Entity Exclusion	MU 1017 (Ed. 2/2003)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
32	Amend Item 1. of the Declarations Endorsement	MU 1018 (Ed. 2/2003)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
33	Amend Item 2. of the Declarations Endorsement	MU 1019 (Ed. 2/2003)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
34	Product Exclusion	MU 1020 (Ed. 2/2003)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
35	Amend Definition of Insured Individual	MU 1025 (Ed. 2/2003)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
36	Amend Definition of Plan Endorsement	MU 1026 (Ed. 2/2003)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
37	Non Stacking of Limits Endorsement	MU 1027 (Ed. 1005)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
38	Correct Declarations Page Endorsement	MU 1029 (Ed. 2/2003)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		



**FORM FILING SCHEDULE (Continued)**

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<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>

39	Medical Services Exclusion	MU 1030 (Ed. 1005)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
40	Insurance Exclusion	MU 1031 (Ed. 2/2003)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
41	Manuscript Application Endorsement	MU 1032 (Ed. 2/2003)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
42	Policy Period Extension Endorsement	MU 1033 (Ed. 2/2003)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
43	Specific Individual Exclusion	MU 1034 (Ed. 2/2003)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
44	Extended Reporting Period Endorsement	MU 1035 (Ed. 2/2003)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
45	Insurance Exclusion	MU 1036 (Ed. 2/2003)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
46	Amend Definition of Subsidiary Endorsement	MU 1037 (Ed. 2/2003)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
47	Prior Acts Exclusion	MU 1040 (Ed. 2/2003)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
48	Securities Exclusion	MU 1043 (Ed. 2/2003)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
49	Scheduled Administrator	MU 1044 (Ed. 2/2003)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
50	Prior and Pending Claims Endorsement	MU 1051 (Ed. 0606)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
51	Broker Commission Endorsement	MU 1052 (Ed. 0606)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		

**FORM FILING SCHEDULE (Continued)**

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52	Delete Specified Endorsement	MU 1053 (Ed. 0606)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
53	Creditor/Debtor Exclusion Endorsement	MU 1054 (Ed. 0606)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
54	Commission Contributions Endorsement	MU 1055 (Ed. 0606)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
55	Pre-Approved Counsel Endorsement	MU 1056 (Ed. 0606)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
56	Amend Definition of Subsidiary Endorsement	MU 1057 (Ed. 04/06)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
57	Knowledge Exclusion	MU 1058 (Ed. 05/06)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
58	Knowledge Exclusion	MU 1059 (1006)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
59	Trade Laws Endorsement	MU 1061 (11/06)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
60	Insurer Name Change Endorsement	MU 1066 (Ed. 0606)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
61	Certified Acts of Terrorism Exclusion	MU 7011 (Ed. 0903)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
62	Policyholder Notice - Arkansas	MU 7035 (Ed. 0105)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
63	Arkansas Amendatory Endorsement	FL 0534 (Ed. 0407)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
64	Arkansas Consent Form	MU 7049 (Ed. 0805)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		

**FORM FILING SCHEDULE (Continued)**

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65	Addendum to Declarations	MU 7046 (Ed. 0106)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		

# **AXIS INSURANCE COMPANY**

## **EXPLANATORY MEMORANDUM**

### **Fiduciary Liability Insurance Program FORMS**

AXIS Insurance Company is submitting an independent forms filing for the Fiduciary Liability Insurance Program. While this filing is the initial submission of this program for AXIS Insurance Company, the program has been previously filed by AXIS Reinsurance Company.

The Fiduciary Liability Insurance Policy provides commercial liability coverage for directors, officers, trustees, employees and committee members as well as the insured organization, its subsidiaries and sponsored plans. The Fiduciary Liability Insurance Policy will be offered only to commercial insureds.

In addition to the above mentioned policy form, this filing contains corresponding application, declarations and endorsements. The program being submitted is similar, but not identical, to the AXIS Reinsurance Company filing.

The policy form has been changed as follows:

- Voluntary Compliance Loss Coverage has been updated to reflect new programs administered by the IRS and DOL since the original form's creation, including a modernization of how this form responds to this type of claim;
- The Retention section has been updated to reflect that there are different retentions for the different insuring agreements in the policy;
- Endorsements are included with this filing that were not a part of the AXIS Reinsurance Company filing.

It should be noted that the policy permits the Policyholder to cancel for any reason at any time. The Insurer may cancel only for non-payment of premium upon twenty days written notice to the Policyholder, unless amended to comply with applicable law.



August 10, 2007

Re: **AXIS Insurance Company**  
**NAIC Number 3416-37273, FEIN 39-1338397**

To Whom It May Concern:

Perr&Knight is hereby authorized to submit rate, rule, and form filings on behalf of **AXIS Insurance Company**. This authorization includes providing additional information and responding to questions regarding the filings on our behalf as necessary. This authorization is deemed to be in effect until rescinded in writing.

Please direct all correspondences and inquiries related to this filing to Perr&Knight at the following address:

State Filings Department  
Perr&Knight  
881 Alma Real Drive, Suite 205  
Pacific Palisades, CA 90272  
Phone: (310) 230-9339  
Fax: (310) 230-8529

Please contact me if you have any questions regarding this authorization.

Sincerely,

A handwritten signature in cursive script, appearing to read "Dave Clark".

Dave Clark, CPCU, ARe  
Vice President  
Underwriting Compliance  
Telephone 678-746-9423  
Fax 678-746-9317  
Dave.clark@axiscapital.com